EDGAR pro
by EDGAR Online

# SEPARATE ACCOUNT A OF PACIFIC LIFE & ANNUITY CO

## FORM 485BPOS

(Post-Effective Amendment (investment company, rule 485(b)))

Filed 04/15/26


| | |
|---|---|
| Address | 700 NEWPORT CTR DR<br>NEWPORT BEACH, CA, 92660 |
| Telephone | 7146403326 |
| CIK | 0001074486 |
| SIC Code | 0000 - Unknown |
| Fiscal Year | 12/31 |


Powered By EDGAR Online
https://www.edgar-online.com
© Copyright 2026, EDGAR Online LLC, a subsidiary of OTC Markets Group. All Rights Reserved.
Distribution and use of this document restricted under EDGAR Online LLC, a subsidiary of OTC Markets Group, Terms of Use.

**As filed with the Securities and Exchange Commission on April 15, 2026.**

**Registration Nos. 333-212626**
**811-09203**

# SECURITIES AND EXCHANGE COMMISSION

**Washington, D.C. 20549**

# FORM N-4

| | |
|---|---|
| **REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933** | **X** |
| **Pre-Effective Amendment No.** | **O** |
| **Post-Effective Amendment No. 16** | **X** |

**and/or**

| | |
|---|---|
| **REGISTRATION STATEMENT UNDER THE INVESTMENT COMPANY ACT OF 1940** | **X** |
| **Amendment No. 705** | **X** |

**(Check appropriate box or boxes)**

# SEPARATE ACCOUNT A

(Exact Name of Registrant)

# PACIFIC LIFE & ANNUITY COMPANY

(Name of Depositor)

**700 Newport Center Drive**
**Newport Beach, California 92660**
(Address of Depositor's Principal Executive Offices) (Zip Code)

**(949) 219-3011**
(Depositor's Telephone Number, including Area Code)

**Alison Ryan**

**Vice President and Associate General Counsel**
**Pacific Life & Annuity 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)

O immediately upon filing pursuant to paragraph (b) of Rule 485
X on May 1, 2026, pursuant to paragraph (b) of Rule 485
O 60 days after filing pursuant to paragraph (a)(1) of Rule 485
O on _____, pursuant to paragraph (a)(1) of Rule 485

If appropriate, check the following box:

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

Pacific Navigator is an individual flexible premium deferred variable annuity contract issued by Pacific Life & Annuity Company ("PL&A") through Separate Account A of PL&A.

This Contract offers various optional living and death benefit riders for an additional cost. Work with your financial professional to determine which benefits are best suited to your financial needs.

In this Statutory Prospectus ("Prospectus"), *you* and *your* mean the Contract Owner. *Pacific Life & Annuity, PL&A, we, us* and *our* refer to Pacific Life & Annuity Company. *Pacific Life, PL* and *administrator* means Pacific Life Insurance Company. *Contract* means a Pacific Navigator contract, unless we state otherwise.

The Contract is a complex investment and involves risks, including potential loss of principal. The Contract is not a short-term investment and is not appropriate for an investor who needs ready access to cash. Withdrawals could result in surrender charges, taxes, and tax penalties, as applicable.

The Contract is an insurance contract designed to help you accumulate funds for retirement or other long-term financial planning purposes on a tax-deferred basis. A list of Funds and various Investment Options available under the Contract is available in **APPENDIX: INVESTMENT OPTIONS AVAILABLE UNDER THE CONTRACT**. If the Contract is purchased through a tax-qualified IRA or plan, it provides no additional tax benefit to the investor beyond that already provided under the Internal Revenue Code. The Contract may be offered for use in connection with other types of qualified plans in the future. This prospectus describes all material terms of the Contract.

Certain Investment Options, Contract features and benefits described in this Prospectus may vary or may not be available depending on the broker-dealer through which the Contract is sold. See **APPENDIX: FINANCIAL INTERMEDIARY VARIATIONS** in this Prospectus for more information.

This Contract is not available in all states. This Prospectus is not an offer in any state or jurisdiction where we are not legally permitted to offer the Contract. This Contract is subject to availability, is offered at our discretion, and may be discontinued for purchase at any time. PL&A reserves the right to stop accepting additional Purchase Payments. As a result, Contract Owners would no longer be able to increase their Contract Values, death benefits, or any living benefits through Purchase Payments. The Contract is described in detail in this Prospectus and its Statement of Additional Information (SAI). Each Fund is described in its Prospectus and its SAI.

Additional information about certain investment products, including variable annuities, has been prepared by the SEC's staff and is available at Investor.gov.

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

**You should be aware that the Securities and Exchange Commission ("SEC") has not approved or disapproved of the securities or passed upon the accuracy or adequacy of the disclosure in this Prospectus. Any representation to the contrary is a criminal offense. This Contract is not a deposit or obligation of, or guaranteed or endorsed by, any bank. It's not federally insured by the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board, or any other government agency. Investment in a Contract involves risk, including possible loss of principal and previous earnings.** All obligations and guarantees under the Contract are subject to the creditworthiness and claims-paying ability of the Company.

**TABLE OF CONTENTS**


**Special Terms** 3
**Overview of the Contract** 5
**Key Information** 6
**Fee Tables** 9
**Principal Risks of Investing in the Contract** 11
**Benefits Available Under the Contract** 14
**Your Investment Options** 23
**Buying Your Contract** 24
How to Apply for Your Contract 24
Making Your Investments ("Purchase Payments") 24
**How Your Purchase Payments Are Allocated** 25
Choosing Your Investment Options 25
Investing in Variable Investment Options 25
When Your Purchase Payment is Effective 26
Transfers and Market-timing Restrictions 27
Systematic Transfer Options 29
**Charges, Fees and Deductions** 29
Withdrawal Charge 29
Four Year Withdrawal Charge Option 31
Mortality and Expense Risk Charge 31
Administrative Fee 31
Annual Fee 32
**Optional Death Benefit Rider Charges** 32
Optional Rider Charges 32
Premium Taxes 34
Waivers and Reduced Charges 35
Fund Expenses 35
**Annuitization** 35
Selecting Your Annuitant 35
Annuitization 35
Choosing Your Annuity Date 36
Default Annuity Date and Options 36
Choosing Your Annuity Option 37
Your Annuity Payments 40
**Death Benefits and Optional Death Benefit Riders** 40
Death Benefits 40
*Stepped-Up Death Benefit II* *43*
**Withdrawals** 44
Optional Withdrawals 44
Tax Consequences of Withdrawals 46
Right to Cancel ("Free Look") 46
**Optional Living Benefit Riders** 47
General Information 47
**Pacific Life & Annuity, Pacific Life, and the Separate Account** 48
Federal Tax Issues 48
Taxation of Annuities - General Provisions 49
Non-Qualified Contracts - General Rules 49
Impact of Federal Income Taxes 52
Taxes on Pacific Life & Annuity Company 52
Qualified Contracts - General Rules 52
IRAs and Qualified Plans 55
**Additional Information** 57
Voting Rights 57
Loans 57

Changes to Your Contract 58
Changes to All Contracts 59
Inquiries and Submitting Forms and Requests 60
Telephone and Electronic Transactions 60
Electronic Information Consent 61
Timing of Payments and Transactions 61
Confirmations, Statements and Other Reports to Contract Owners 61
Distribution Arrangements 62
Service Arrangements 62
Replacement of Life Insurance or Annuities 63
Financial Statements 63
Legal Proceedings and Legal Matters 63
**The General Account** **63**
General Information 63
DCA Plus Fixed Option 64
**Appendix: Investment Options Available Under The Contract** **66**
**Fixed Options (Offered Under DCA Plus) Available Under the Contract** **78**
**Living Benefit Investment Allocation Requirements** **79**
**Appendix: Death Benefit Amount and Stepped-Up Death Benefit II Sample Calculations** **81**
**Appendix: Historical Rider Percentages** **86**
**Appendix: Optional Riders Not Available for Purchase** **88**
**Appendix: Financial Intermediary Variations** **174**

**Where To Go For More Information** **Back Cover**

## SPECIAL TERMS

Some of the terms we've used in this Prospectus may be new to you. We've identified them in the Prospectus by capitalizing the first letter of each word. You will find an explanation of what they mean below.

If you have any questions, please ask your financial professional or call us at (800) 748-6907.

**Account Value** – The amount of your Contract Value allocated to a specified Variable Investment Option or any fixed option.

**Annual Fee** – A $50.00 fee charged each year on your Contract Anniversary and at the time of a full withdrawal (on a prorated basis for that Contract year), if your Net Contract Value is less than $50,000 on that date.

**Annuitant** – A person on whose life annuity payments may be determined. An Annuitant's life may also be used to determine death benefits, in the case of a Non-Natural Owner, and to determine the Annuity Date. A Contract may name a single ("sole") Annuitant or two ("Joint") Annuitants. You may choose a Contingent Annuitant only if you have a sole Annuitant (cannot have Joint Annuitants and a Contingent Annuitant at the same time). If you name Joint Annuitants or a Contingent Annuitant, "the Annuitant" means the sole surviving Annuitant, unless otherwise stated.

**Annuity Date** – The date annuity payments are scheduled to begin if the Annuitant (or Joint Annuitants) is (or are) still living and your Contract is in force; or if earlier, the date that annuity payments actually begin. The maximum Annuity Date is dated in your Contract and is the latest date we will begin paying you an annuity income.

**Annuity Option** – Any one of the income options available for a series of payments after your Annuity Date.

**Beneficiary** – A person who may have a right to receive any death benefit proceeds before the Annuity Date or any remaining annuity payments after the Annuity Date, if any Owner (or Annuitant in the case of a Non-Natural Owner) dies.

**Business Day** – Each day the New York Stock Exchange ("NYSE") is open for regular trading. Each Business Day ends when the NYSE closes each day which is typically 4:00 p.m. Eastern Standard Time. In this Prospectus, references to "day" or "date" means Business Day unless otherwise specified. If any transaction or event called for under a Contract is scheduled to occur on a day that is not a Business Day, such transaction or event will be deemed to occur on the next following Business Day unless otherwise specified. If any transaction is requested for a day that does not exist in a given calendar month, it will occur on the last day of such month. Any systematic pre-authorized transaction scheduled to occur on December 30th or December 31st where that day is not a Business Day will be deemed an order for the last Business Day of the calendar year and will be calculated using the applicable values at the close of that Business Day.

**Code** – The Internal Revenue Code of 1986, as amended.

**Contingent Annuitant** – A person, if named in your Contract, who will become your sole surviving Annuitant if your existing sole Annuitant should die before your Annuity Date.

**Contingent Beneficiary** – A person, if any, you select to become the Beneficiary if the Beneficiary predeceases the Owner (or Annuitant in the case of a Non-Natural Owner).

**Contract Anniversary** – The same date, in each subsequent year, as your Contract Date.

**Contract Date** – The date we issue your Contract. Contract Years, Contract Anniversaries, Contract Semi-Annual Periods, Contract Quarters and Contract Months are measured from this date.

**Contract Debt** – As of the end of any given Business Day, the principal amount you have outstanding on any loan under your Contract, plus any accrued and unpaid interest. Loans are only available on certain Qualified Contracts.

**Contract Owner, Owner, Policyholder, you, or your** – Generally, a person who purchases a Contract and makes the Investments. A Contract Owner has all rights in the Contract, including the right to make withdrawals, designate and change Beneficiaries, transfer amounts among Investment Options, and designate an Annuity Option. If your Contract names Joint Owners, both Joint Owners are Contract Owners and share all such rights. Except in the case of a Non-Natural Owner, the Owner's life is used to determine death benefits.

**Contract Value** – As of the end of any Business Day, the sum of your Variable Account Value, any fixed option value, the value of any other Investment Option added to the Contract by Rider or Endorsement, and any Loan Account Value.

**Contract Year** – A year that starts on the Contract Date or on a Contract Anniversary.

**DCA Plus Fixed Option ("DCA Plus")** – If you allocate all or part of your Purchase Payments to the DCA Plus Fixed Option, such amounts are held in our General Account and receive interest at rates declared periodically (the "Guaranteed Interest Rate"), but not less than the minimum Guaranteed Interest Rate specified in your Contract. Currently, this fixed option may be used for dollar cost averaging of up to 24 months, depending on what Guarantee Terms we offer. Please contact us for the Guarantee Terms currently available.

**DCA Plus Fixed Option Value** – The aggregate amount of your Contract Value allocated to the DCA Plus Fixed Option.

**Earnings** – As of the end of any Business Day, your Earnings equal your Contract Value less your aggregate Purchase Payments, which are reduced by withdrawals of prior Investments.

**Fund** – One of the underlying funds offered by a registered open-end management investment company as Variable Investment Options under the Contract.

**General Account** – Our General Account consists of all of our assets other than those assets allocated to Separate Account A or to any of our other investment

separate accounts.

**Guarantee Term** – The period during which an amount you allocate to any available fixed option earns interest at a Guaranteed Interest Rate.

**Guaranteed Interest Rate** – The interest rate guaranteed at the time of allocation (or rollover) for the Guarantee Term on amounts allocated to a fixed option. All Guaranteed Interest Rates are expressed as annual rates and interest is accrued daily. The rate will not be less than the minimum Guaranteed Interest Rate specified in your Contract.

**In Proper Form** – This is the standard we apply when we determine whether an instruction is satisfactory to us. An instruction (in writing or by other means that we accept (*e.g.* via telephone or electronic submission)) is considered to be In Proper Form if it is received at our Service Center in a manner that is satisfactory to us, such that is sufficiently complete and clear so that we do not have to exercise any discretion to follow the instruction, including any information and supporting legal documentation necessary to effect the transaction. Any forms that we provide will identify any necessary supporting documentation. We may, in our sole discretion, determine whether any particular transaction request is In Proper Form, and we reserve the right to change or waive any In Proper Form requirements at any time.

**Investment ("Purchase Payment")** – An amount paid to us by or on behalf of a Contract Owner as consideration for the benefits provided under the Contract.

**Investment Option** – A Variable Investment Option, any fixed option, or any other Investment Option added to the Contract by Rider or Endorsement.

**Joint Annuitant** – If your Contract is a Non-Qualified Contract, you may name two Annuitants, called "Joint Annuitants," in your application for your Contract. Special restrictions may apply for Qualified Contracts.

**Loan Account** – The account in which the Contract Value equal to the principal amount of a loan and any interest accrued is held to secure any Contract Debt.

**Loan Account Value** – The amount of Contract Value, including any interest accrued, held in the Loan Account to secure any Contract Debt.

**Net Contract Value** – Your Contract Value less Contract Debt.

**Non-Natural Owner** – A corporation, trust or other entity that is not a (natural) person.

**Non-Qualified Contract** – A Contract other than a Qualified Contract.

**Policyholder** – The Contract Owner.

**Primary Annuitant** – The individual that is named in your Contract, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the Contract.

**Purchase Payment (or "Investment")** – An amount paid to us by or on behalf of a Contract Owner as consideration for the benefits provided under the Contract.

**Qualified Contract** – A Contract that qualifies under the Code as an individual retirement annuity or account (IRA), or form thereof, or a Contract purchased by a Qualified Plan, qualifying for special tax treatment under the Code.

**Qualified Plan** – A retirement plan that receives favorable tax treatment under Section 401, 403, 408 or 408A of the Code.

**SEC** – Securities and Exchange Commission.

**Separate Account A (or the "Separate Account")** – A separate account of ours registered as a unit investment trust under the Investment Company Act of 1940, as amended.

**Subaccount ("Variable Investment Option")** – An investment division of the Separate Account. Each Subaccount invests its assets in shares of a corresponding Fund.

**Subaccount Annuity Unit** – Subaccount Annuity Units (or "Annuity Units") are used to measure variation in variable annuity payments. To the extent you elect to convert all or some of your Contract Value into variable annuity payments, the amount of each annuity payment (after the first payment) will vary with the value and number of Annuity Units in each Subaccount attributed to any variable annuity payments. At annuitization (after any applicable premium taxes and/or other taxes are paid), the amount annuitized to a variable annuity determines the amount of your first variable annuity payment and the number of Annuity Units credited to your annuity in each Subaccount. The value of Subaccount Annuity Units, like the value of Subaccount Units, is expected to fluctuate daily, as described in the definition of Unit Value.

**Subaccount Unit** – Before your Annuity Date, each time you allocate an amount to a Subaccount, your Contract is credited with a number of Subaccount Units in that Subaccount. These Units are used for accounting purposes to measure your Account Value in that Subaccount. The value of Subaccount Units is expected to fluctuate daily, as described in the definition of Unit Value.

**Unit Value** – The value of a Subaccount Unit ("Subaccount Unit Value") or Subaccount Annuity Unit ("Subaccount Annuity Unit Value"). Unit Value of any Subaccount is subject to change on any Business Day in much the same way that the value of a mutual fund share changes each day. The fluctuations in value reflect the investment results, expenses of and charges against the Fund in which the Subaccount invests its assets. Fluctuations also reflect charges against the Separate Account. Changes in Subaccount Annuity Unit Values also reflect an additional factor that adjusts Subaccount Annuity Unit Values to offset our Annuity Option Table's implicit assumption of an annual investment return of 4%. The effect of this assumed investment return is explained in detail in the **Variable Annuity Payment Amounts** section of the SAI. Unit Value of a Subaccount Unit or Subaccount Annuity Unit on any Business Day is measured as of the close of the Business Day, which usually closes at 4:00 p.m., Eastern time, although it occasionally closes earlier.

**Variable Account Value** – The aggregate amount of your Contract Value allocated to all Subaccounts.

**Variable Investment Option ("Subaccount")** – An investment division of the Separate Account. Each Variable Investment Option invests its assets in the

shares of a corresponding Fund.

## OVERVIEW OF THE CONTRACT

**Purpose**

The Contract is designed for long-term financial planning. This Contract may be appropriate for you if you are looking for retirement income or you want to meet other long-term financial objectives. **You can lose money by investing money in the Contract, it is possible to lose 100% of your principal and previous earnings.** Discuss with your financial professional whether a variable annuity, a living benefit rider, and/or a death benefit rider and which underlying Investment Options are appropriate for you, taking into consideration your age, income, net worth, tax status, insurance needs, financial objectives, investment goals, liquidity needs, time horizon, risk tolerance and other relevant information. Together you can decide if a variable annuity is right for you.

**Phases of the Contract**

This Contract has two phases, the accumulation (savings) phase and the annuitization (income) phase. The accumulation phase begins on your Contract Date and continues until your Annuity Date. During this phase, you can put money into your Contract and earnings accumulate on a tax-deferred basis. When you put money into your Contract, you can invest in Funds that have their own investment objectives, strategies, risks, and expenses and/or you can put your money in the DCA Plus Fixed Option that offers a guaranteed minimum interest rate and is used to dollar cost average to the Funds you selected.

A list of Funds currently available is provided in an appendix. See **APPENDIX: INVESTMENT OPTIONS AVAILABLE UNDER THE CONTRACT**.

The annuitization (income) phase occurs when you annuitize your Contract and turn your Contract into a stream of income payments over a fixed period or for life. You can choose fixed or variable payments, or a combination of both. For variable payments, the payment amount will vary based on the performance of the Funds you choose. **When you annuitize, you will be unable to make withdrawals and death benefits and living benefits will terminate.**

In general, if you choose a guaranteed minimum withdrawal benefit rider, it may not be appropriate for you to annuitize the Contract before the maximum Annuity Date because the guaranteed minimum withdrawal benefit riders already provide for guaranteed income in the form of the Protected Payment Amount while also allowing for the accumulation of Contract Value and a death benefit. If you choose to annuitize the Contract before the maximum Annuity Date, you will be giving up your Contract Value, death benefit, and rider guarantees, and it is possible that the annuity payment amount will be less than the Protected Payment Amount. Nonetheless, it is possible that the income stream provided by an annuity benefit payment option (e.g.,payments for a period certain) may be more appropriate for you based on your personal circumstances and financial goals. As such, before annuitizing or selecting a payment option, you should consult with a financial professional and/or contact us at our Service Center to obtain information on what the annuity payment would be prior to annuitizing. Please note that if you annuitize, you will be unable to make withdrawals from the Contract.

**Contract Features**

**Accessing your Money**. Before you annuitize, you can withdraw money from your Contract. If you take a withdrawal, you may have to pay a withdrawal charge and/or income taxes, including a 10% federal tax penalty if you are younger than age 59½.

**Loans**. Certain Owners of Qualified Contracts may borrow against their Contracts. Otherwise, loans from us are not permitted. You may have only one loan outstanding at any time. The minimum loan amount is $1,000, subject to certain state limitations. Interest will be charged on your Contract Debt at a 5% fixed annual rate, and the amount of Contract Value held in the Loan Account to secure your loan will earn interest at a 3% fixed annual rate. Therefore, the net amount of annualized interest you will pay on your loan will be 2%. Taking a loan may have tax consequences. See the **ADDITIONAL INFORMATION—Loans** and **Qualified Contract - General Rules** sections for more information.

**Tax Treatment**. You may transfer among the Funds without paying any current income tax and any earnings are generally tax-deferred. You are taxed when you make a withdrawal or surrender your Contract, receive an income payment from the Contract, or upon payment of a death benefit.

**Death Benefits**. The Contract provides a death benefit payout, at no additional cost, to your Beneficiaries during the accumulation phase. The Death Benefit Amount for the standard death benefit is the greater of the Contract Value or the Total Adjusted Purchase Payments. Optional death benefit riders were offered but are not longer available for purchase.

For more information and restrictions on death benefit riders, see the **BENEFITS AVAILABLE UNDER THE CONTRACT** and **Optional Death Benefit Riders** sections.

**Living Benefits**. Living Benefit Riders were previously available for purchase but are no longer offered. See the **APPENDIX: OPTIONAL RIDERS NOT AVAILABLE FOR PURCHASE** and **Optional Death Benefit Riders** sections.

For more information, restrictions, and when you may purchase available living benefit riders, see the **APPENDIX: BENEFITS AVAILABLE UNDER THE CONTRACT**, **Optional Living Benefit Riders**, and **OPTIONAL RIDERS NOT AVAILABLE FOR PURCHASE** sections.

**Additional Services**. You can have only one DCA Plus, dollar cost averaging, or earnings sweep program in effect at one time. See the Benefits Available Under the Rider and Systematic Transfer Options sections for more information and restrictions.

- **Dollar Cost Averaging**. Allows you to transfer between Variable Investment Options in a series of regular purchases instead of in a single purchase.
- **DCA Plus**. Allows transfers from the DCA Plus Fixed Option, which earns a minimum guaranteed interest, to one or more Variable Investment Options.
- **Portfolio Rebalancing**. Allows you to automatically rebalance your values among Variable Investment Options based on percentages that you specify, can be rebalanced on a quarterly, semi-annual, or annual basis.
- **Earnings Sweep**. Allows you to make automatic periodic transfers of your earnings from the Fidelity VIP Government Money Market Fund to one or more other Funds.

If you have any questions about which benefits or services apply to your Contract, review your most recent Contract statement or contact your financial professional for more information.

We offer a variety of variable annuity contracts. Not every contract we issue is available through every selling broker-dealer. Upon request, your financial professional can provide information regarding our other variable annuity contracts that his or her broker-dealer makes available. You can also contact us to find out more about the availability of any of our variable annuity contracts.

## KEY INFORMATION

*Important information you should consider about the Pacific Navigator individual flexible premium deferred variable annuity contract.*

| FEES, EXPENSES, AND ADJUSTMENTS | | LOCATION IN PROSPECTUS |
|---|---|---|
| **Are There Charges or Adjustments for Early Withdrawals?** | If you withdraw money from your Contract during the first 7 years following your last Purchase Payment, you may be assessed a withdrawal charge. The maximum withdrawal charge is 8% of the Purchase Payment, declining to 0% after 7 years.<br><br>For example, if you make an early withdrawal, you could pay a withdrawal charge up to $8,000 on a $100,000 withdrawal.<br><br>If you chose the Four Year Withdrawal Charge Option benefit, it reduces the number of years that a withdrawal charge is incurred. If you chose this optional benefit, the maximum surrender charge is 8% of the Purchase Payment, declining to 0% after 4 years. | **Fee Tables**<br><br>**Charges, Fees and Adjustments - Withdrawal Charge** |
| **Are There Transaction Charges?** | **Yes**. Taking a loan, where allowable, will result in loan interest charges.<br><br>There are no other transaction charges under this Contract (for example, sales loads, charges for transferring Contract Value between Investment Options, or wire transfer fees). | **Optional Benefit Expenses** |
| **Are There Ongoing Fees and Expenses?** | **Yes.** The table below describes the fees and expenses that you may pay *each year*, depending on the options you choose. Please refer to your Contract specifications page for information about the specific fees you will pay each year based on the options you have elected. | **Charges Fees and Adjustments**<br><br>**Appendix: Investment Options Available Under** |

| FEES, EXPENSES, AND ADJUSTMENTS | | | LOCATION IN PROSPECTUS |
|---|---|---|---|
| | **ANNUAL FEES** | **MINIMUM** | **MAXIMUM** | **the Contract**<br><br>**Charges, Fees and Adjustments – Living Benefit Rider Charges** |
| | 1. Base Contract | 1.30%[1] | 1.30%[1] | |
| | 2. Portfolio Company fees and expenses | 0.29%[2] | 3.48%[2] | |
| | 3. Optional Benefits (for a single optional benefit, if elected) | 0.20%[3] | 1.80%[3] | |
| | Because your Contract is customizable, the choices you make affect how much you will pay. To help you understand the cost of owning your Contract, the following table shows the lowest and highest cost you could pay each year based on current charges. This estimate assumes that you do not take withdrawals from the Contract, **which could add withdrawal charges that substantially increase costs**. | | **Charges, Fees and Adjustments – Mortality and Expense Risk Charge and Optional Death Benefit Rider Charge** |
| | **Lowest Annual Cost: $1,588.58** | **Highest Annual Cost: $7,550.79** | |
| | Assumes:<br>• Investment of $100,000<br>• 5% annual appreciation<br>• Least expensive combination of base Contract and Fund fees and expenses<br>• No optional benefits<br>• No sales charges<br>• No additional purchase payments, transfers, or withdrawals<br>• No loans or loan interest charges | Assumes:<br>• Investment of $100,000<br>• 5% annual appreciation<br>• Most expensive combination of base Contract, optional benefits, and Fund fees and expenses<br>• No sales charges<br>• No additional purchase payments, transfers, or withdrawals<br>• No loans or loan interest charges | |

[1] As a percentage of the average daily Variable Account Value. This percentage includes the Mortality and Expense Risk Charge and the Administrative Fee.

[2] As a percentage of Fund assets.

[3] As a percentage of the Protected Payment Base or Charge Base (depending on the optional living benefit selected), average daily Variable Account Value (for an optional death benefit), and average daily Variable Account Value if the Four Year Withdrawal Option is selected.

| RISKS | | LOCATION IN PROSPECTUS |
|---|---|---|
| **Is There a Risk of Loss from Poor Performance?** | **Yes.** You can lose money by investing in the Contract, including 100% loss of principal and previous earnings. | **Principal Risks of Investing in the Contract** |
| **Is this a Short-Term Investment?** | **No.** This Contract is not a short-term investment and is not appropriate for an investor who needs ready access to cash.<br><br>Withdrawal charges may apply for the first 7 years following your last Purchase Payment and will reduce the Contract Value if you withdraw money during that time.<br><br>The benefits of tax deferral, long-term income, and living benefits are generally more beneficial to investors with a long-term investment horizon. | **Principal Risks of Investing in the Contract**<br><br>**Charges, Fees and Deductions - Withdrawal Charge** |
| **What Are the Risks Associated with the** | An investment in this Contract is subject to the risk of poor investment performance and can vary depending on the performance of the Investment Options available under the Contract (e.g. Funds and fixed options). | **Principal Risks of Investing in the Contract** |

| RISKS | | LOCATION IN PROSPECTUS |
|---|---|---|
| **Investment Options?** | Each Investment Option(including any fixed option) will have its own unique risks. Any fixed option is not registered with the SEC.<br><br>You should review, working with your financial professional, the Investment Options before making an investment decision. | **Appendix: Investment Options Available Under the Contract** |
| **What Are the Risks Related to the Insurance Company?** | Investment in the Contract is subject to the risks related to us, and any obligations(including any fixed option), guarantees, or benefits are subject to our claims-paying ability. If we experience financial distress, we may not be able to meet our obligations to you. More information about us, including our financial strength ratings, is available upon request by calling (800) 748-6907 or visiting our website at www.PacificLife.com. | **Principal Risks of Investing in the Contract**<br><br>**Pacific Life and the Separate Account** |

| RESTRICTIONS | | LOCATION IN PROSPECTUS |
|---|---|---|
| **Are There Restrictions on the Investment Options?** | **Yes.** Not all Variable Investment Options may be available to you.<br><br>Transfers between Variable Investment Options are limited to 25 each calendar year. Transfers to or from a Variable Investment Option cannot be made before the seventh calendar day following the last transfer to or from the same Variable Investment Option. Transfers may not be made from a Variable Investment Option to any fixed option. Additional Fund transfer restrictions apply, such as transfer restrictions imposed by the Funds.<br><br>Certain Funds may stop accepting additional investments into the Fund or a Fund may liquidate. In addition, if a Fund determines that excessive trading has occurred, they may limit your ability to continue to invest in their Fund for a certain period of time.<br><br>We reserve the right to remove, close to new investment, or substitute Funds as Investment Options.<br><br>Certain Investment Options described in this Prospectus may not be available depending on the broker-dealer through which the Contract is sold. | **Transfers and Market-Timing Restrictions**<br><br>**Additional Information-Changes to All Contracts**<br><br>**Appendix: Investment Options Available Under the Contract**<br><br>**Appendix: Financial Intermediary Variations** |

| RESTRICTIONS | | LOCATION IN PROSPECTUS |
|---|---|---|
| **Are There Any Restrictions on Contract Benefits?** | **Yes.** Certain optional living benefits limit or restrict the Investment Options that you may select under the Contract. We may change these limits or restrictions in the future.<br><br>Withdrawals that exceed withdrawal limits specified by an optional living benefit may affect the availability of the benefit, by reducing the benefit by an amount greater than the value withdrawn, and/or could terminate the benefit.<br><br>We may stop offering an optional living benefit or optional death benefit at any time, including for current Contract Owners who have not yet purchased the rider.<br><br>We reserve the right to reject or restrict, at our discretion, any additional Purchase Payments for a rider and, as a result, we will not accept Purchase Payments for your Contract. If we exercise that right, you will not be able to increase protected amounts or your Contract Value through additional Purchase Payments.<br><br>Certain Contract features and benefits described in this Prospectus may vary or may not be available depending on the broker-dealer through which your Contract was sold. You may obtain information about the optional benefits that are available to you by contacting your financial professional. | **Death Benefits and Optional Death Benefit Riders**<br><br>**Death Benefit Riders**<br><br>**Optional Living Benefit Riders**<br><br>**Appendix: Investment Options Available Under the Contract**<br><br>**Appendix: Financial Intermediary Variations** |

| TAXES | | LOCATION IN PROSPECTUS |
|---|---|---|
| **What Are the Contract's Tax Implications?** | You should consult with a tax professional to determine the tax implications of an investment in and payments received under the Contract.<br><br>It is important to know that IRAs and Qualified Plans are already tax-deferred which means the tax deferral feature of a variable annuity does not provide a benefit in addition to that already offered by an IRA or Qualified Plan. An annuity contract should only be used to fund an IRA or Qualified Plan to benefit from the annuity's features other than tax deferral.<br><br>Withdrawals will be subject to ordinary income tax and may be subject to a tax penalty if you take a withdrawal before age 59½. Tax consequences for loans and withdrawals generally differ. | **Federal Tax Issues**<br><br>**Principal Risks of Investing in the Contract – Tax Consequences** |

| CONFLICTS OF INTEREST | | LOCATION IN PROSPECTUS |
|---|---|---|
| **How Are Investment Professionals Compensated?** | Some financial professionals may receive compensation for selling this Contract to you in the form of commissions, additional payments, non-cash compensation, and/or reimbursement of expenses. These financial professionals may have a financial incentive to offer or recommend this Contract over another investment that may pay less compensation. | **Distribution Arrangements** |
| **Should I Exchange My Contract?** | Some financial professionals may have a financial incentive to offer you a new contract in place of the one you already own.<br><br>You should only exchange your contract if you determine, after comparing the features, fees, and risks of both contracts, and any fees or penalties to terminate the existing contract, that it is preferable for you to purchase the new contract rather than continue to own the existing contract. | **Replacement of Life Insurance or Annuities** |

## FEE TABLES

**The following tables describe the fees and expenses that you will pay when buying, owning, and surrendering or making withdrawals from an Investment Option or from the Contract. Please refer to your Contract specifications page for information about the specific fees you will pay each year based on the options you have elected.**

**The first table describes the fees and expenses that you will pay at the time that you surrender or make withdrawals from an Investment Option or from the Contract. State premium taxes may also be deducted.**

**Transaction Expenses**

| | |
|---|---|
| **Maximum Withdrawal Charge** (as a percentage of Purchase Payments or Contract Value)[1] | 8% |

[1] Below is the range of Withdrawal Charges under the Contract. See **CHARGES, FEES AND ADJUSTMENTS – Withdrawal Charge –** *How the Withdrawal Charge is Determined* for additional information.

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

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

- Maximum Withdrawal Charge with Four Year Withdrawal Charge Option (as a percentage of Purchase Payments withdrawn)

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

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

**The next table describes the fees and expenses that you will pay *each year* during the time that you own the Contract (not including Fund fees and expenses). You will pay additional charges for the required optional benefit, as shown below.**

**Annual Contract Expenses**

| | |
|---|---|
| Annual Fee[2] | $50.00 |
| **Base Contract Expenses** (as a percentage of average daily Variable Account Value)[3] | 1.30% |
| **Optional Benefit Expenses** | |
| *Guaranteed Minimum Withdrawal Benefit Maximum Charges* (as a percentage of the Protected Payment Base) | |
| Core Protect Plus (Single) | 2.50% |
| Core Protect Plus (Joint) | 2.75% |
| Enhanced Income Select (Single) | 2.25% |
| Enhanced Income Select (Joint) | 2.75% |
| CoreIncome Advantage 4 Select (Single) | 1.00% |
| CoreIncome Advantage 4 Select (Joint) | 1.50% |
| CoreIncome Advantage Select (Single) | 2.00% |
| CoreIncome Advantage Select (Joint) | 2.50% |
| Income Access Select | 2.75% |
| *Guaranteed Minimum Accumulation Benefit Maximum Charge* (as a percentage of the Guaranteed Protection Amount) | |
| Guaranteed Protection Advantage 3 Select | 2.25% |
| *Death Benefit Maximum Charge* (as a percentage of average daily Variable Account Value) | |
| Stepped-Up Death Benefit II | 0.20% |
| *Four Year Withdrawal Maximum Charge (as a percentage of average daily Variable Account Value)* | |
| Four Year Withdrawal Charge Option | 0.45% |
| *Loan Expenses* | |
| Loan Interest Rate (net)[4] | 2.00% |

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

[3] This percentage includes the Mortality and Expense Risk Charge and the Administrative Fee. The Mortality and Expense Risk Charge and the Administrative Fee will stop at the Annuity Date if you select fixed annuity payments. See the **Mortality and Expense Risk Charge** and **Administrative Fee** sections for more information.

[4] As a percentage of Contract Debt. This net percentage factors in a 5% fixed annual rate charged on your Contract Debt and a 3% annual return on the loaned amount held in the Loan Account. See **ADDITIONAL INFORMATION—Loans**.

**The next item shows the minimum and maximum total operating expenses charged by the Funds that you may pay periodically during the time that you own the Contract. Expenses shown may change over time and may be higher or lower in the future. A complete list of Investment Options available under the Contract, including their annual expenses, may be found in the APPENDIX: INVESTMENT OPTIONS AVAILABLE UNDER THE CONTRACT.**

**Annual Fund Expenses**

Expenses that are deducted from fund assets, including management fees, distribution and/or service (12b-1) fees, and other expenses.

| Minimum | Maximum |
|---|---|
| 0.29% | 3.48% |

**Examples**

The Examples are intended to help you compare the cost of investing in the Variable Options with the cost of investing in other annuity contracts that offer variable options. These costs include transaction expenses, annual Contract expenses, and annual Fund expenses.

The Example assumes all Contract Value is allocated to the Variable Options.

The example assumes that you invest $100,000 in the Variable Options for the time periods indicated. The Example also assumes that your investment has a 5% return each year and assumes the most expensive combination of annual Fund expenses and optional benefits available for an additional charge. Although your actual costs may be higher or lower, based on these assumptions, your costs would be:

- If you surrendered your Contract at the end of the applicable time period:

| 1 Year | 3 Years | 5 Years | 10 Years |
|---|---|---|---|
| $17,618 | $36,341 | $50,645 | $97,132 |

- If you annuitized your Contract at the end of the applicable time period:

| 1 Year | 3 Years | 5 Years | 10 Years |
|---|---|---|---|
| $17,618 | $30,941 | $50,645 | $97,132 |

- If you do not surrender or annuitize your Contract:

| 1 Year | 3 Years | 5 Years | 10 Years |
|---|---|---|---|
| $10,418 | $30,941 | $50,645 | $97,132 |

## PRINCIPAL RISKS OF INVESTING IN THE CONTRACT

**Market Risk**

You can lose money by investing in this Contract, including loss of principal. Your investment is subject to the risk of poor investment performance and can vary depending on the performance of the Investment Options you have chosen. Each Investment Option will have its own unique risks. The value of each Investment Option will fluctuate with the value of the investments it holds, and returns are not guaranteed. Certain Investment Options may use futures and options to reduce the portfolios' equity exposure during periods when market indicators suggest high market volatility. This strategy is designed to reduce the risk of market losses from investing in equity securities. However, this strategy may result in periods of underperformance, including periods when specified benchmark indexes are appreciating but market volatility is high. As a result, your Contract Value may increase less than it would have without these defensive actions. You bear the risk of any Investment Option you choose.

You should read each Fund prospectus carefully before investing. You can obtain a Fund prospectus by contacting your financial professional or by visiting PacificLife.com/Prospectuses. No assurance can be given that a Fund will achieve its investment objectives. The risk could also have a significant negative impact on certain benefits and guarantees under the Contract. The Contract is not a deposit or obligation of, or guaranteed or endorsed by any bank. It is not federally insured by the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board, or any other government agency.

**Early Withdrawal Risks**

This Contract is not suitable as short-term savings vehicle. This Contract may not be the right one for you if you need to withdraw money for short-term needs, because withdrawal charges and tax penalties for early withdrawal may apply. Additionally, since the benefits associated with the guaranteed minimum withdrawal benefit riders are not available until the Designated Life is 59 ½

(Enhanced Income Select Single and Joint, CoreIncome Advantage 4 Select Single and Joint) or 65 (CoreIncome Advantage Select Single and Joint, Core Protect Plus Single and Joint) years of age or older, early withdrawals may reduce or terminate the benefits associated with the riders.

An annuity contract may be appropriate if you are looking for retirement income or you want to meet other long-term financial objectives. Discuss with your financial professional whether a variable annuity, a living benefit rider, an optional death benefit rider and which underlying Investment Options are appropriate for you, taking into consideration your age, income, net worth, tax status, insurance needs, financial objectives, investment goals, liquidity needs, time horizon, risk tolerance and other relevant information. Together you can decide if a variable annuity is right for you. We are a variable annuity provider. We are not a fiduciary and therefore do not give advice or make recommendations regarding insurance or investment products.

**Contract Changes Risk**

We reserve the right to remove or substitute Investment Options, stop accepting additional Purchase Payments, and impose investment restrictions or limitations on transfers. Certain optional benefits limit or restrict the Investment Options that you may select under the Contract. We may change these restrictions in the future. We may discontinue or modify certain services at any time. We may stop offering an optional benefit at any time for new sales.

**Contract Benefits Risk**

Certain benefits under the Contract may limit the Investment Options that are available to you and failure to follow these restrictions may result in a failure to receive the benefits under your Contract. If you choose an optional living benefit rider, you must follow any investment allocation requirements for the rider during the entire time you own the rider. The allowable Investment Options may seek to minimize market risk, may reduce investment returns, and may reduce the likelihood that we will be required to make payments under the benefit. Withdrawals may reduce the value of a benefit by an amount greater than the value withdrawn, which could significantly reduce the value or even terminate the benefit.

The Contract offers dollar cost averaging, which neither assures a profit nor protects against a loss. Because systematic investing programs like dollar cost averaging involves continuous investing regardless of fluctuating price levels, you should carefully consider your tolerance to continue investing through periods of fluctuating prices. Also, you may miss out on potential growth if the market increases suddenly since systematic investing is spread out over time. The Contract also offers portfolio rebalancing services which allow you to automatically rebalance your values among Variable Investment Options based on percentages that you specify on a specific time frame (i.e. quarterly). Rebalancing may result in transferring out of a high performing Investment Option thereby reducing your potential for future growth. Similarly, rebalancing may result in transferring into an underperforming Investment Option.

We currently do not offer any asset allocation programs or models. We reserve the right to add an asset allocation model or program as an additional optional Investment Option in the future and add, remove or change allowable Investment Options at any time. Asset allocation, in general, is an investment strategy intended to optimize the selection of Investment Options for a given level of risk tolerance, in order to attempt to maximize returns and limit the effect of market volatility over the long term. There is no guarantee that an asset allocation model or program will not lose money or experience volatility. A model may fail to perform as intended, or may perform worse than any single Investment Option, asset class or different combination of Investment Options. In addition, the model is subject to all the risks associated with its underlying Investment Options.

**Insurance Company Risks**

Investment in the Contract is subject to the risks related to us, and any obligations(including any fixed option), guarantees, or benefits are backed by our claims paying ability and financial strength. You must look to our strength with regard to such guarantees. Your financial professional’s firm is not responsible for any Contract guarantees.

**Tax Consequences**

Non-Qualified and Qualified Contracts are available. You buy a Qualified Contract under a qualified retirement or pension plan, or some form of an individual retirement annuity or account (IRA). It is important to know that IRAs and Qualified Plans are already tax-deferred which means the tax deferral feature of a variable annuity does not provide a benefit in addition to that already offered by an IRA or Qualified Plan. An annuity contract should only be used to fund an IRA or Qualified Plan to benefit from the annuity’s features other than tax deferral. Withdrawals taken from a variable annuity prior to age 59½ may be subject to a tax penalty of 10% of the taxable portion, although there are exceptions to the tax penalty that may apply.

Please be aware that the sale or liquidation of any stock, bond, IRA, certificate of deposit, mutual fund, annuity or other asset to fund the purchase of this Contract may have tax consequences, early withdrawal penalties or other costs or penalties as a result of the sale or liquidation. You may want to consult independent legal or financial advice before selling or liquidating any assets prior to the purchase of this Contract.

**Cybersecurity and Business Continuity Risks**

Our business relies heavily on the effective operation of our computer systems and networks, as well as those of our business partners and service providers. Consequently, we are potentially susceptible to operational and information security risks associated with the technologies, processes and procedures designed to protect networks, systems, computers, programs and information from cyber-

attacks, operational failure, AI misuse, damage or unauthorized access. These risks include but are not limited to, theft, loss, misuse, corruption and destruction of information maintained online or digitally, denial of service on websites and other operational failures, and unauthorized disclosure of confidential, proprietary and customer information. Cyber-attacks affecting us, any third-party administrator, the underlying Funds, intermediaries, and other affiliated or third-party service providers may adversely affect us and your Contract Value.. For instance, cyber-attacks or operational incidents may interfere with Contract transaction processing, including the processing of orders from our website or with the underlying Funds; impact our ability to calculate Accumulated Unit Values, Subaccount Unit Values or an underlying Fund to calculate a net asset value; cause the disclosure and possible destruction of confidential, proprietary and customer information; impede order processing; subject us and/or our service providers and intermediaries to regulatory fines, litigation, loss of business, financial losses and reputational damage. Cybersecurity risks may also impact the issuers of securities in which the underlying Funds invest, which may cause the Funds underlying your Contract to lose value. The digitalization, increased information availability, use of new and constantly evolving technologies, the increased sophistication and severity of cyber campaigns, and the heightened geopolitical risk and tension, continue to pose new and significant cybersecurity and operational risks and threats. While measures and controls have been adopted and are periodically reviewed and updated to mitigate cybersecurity and operational risks, there can be no guarantee or assurance that we, the underlying Funds, or our service providers will not suffer losses affecting your Contract due to cyber-attacks, operational incidents, misuse of AI, or information security breaches in the future.

We are also exposed to risks related to natural and man-made disasters or other events, including (but not limited to) earthquakes, fires, floods, storms, epidemics and pandemics (such as COVID-19), geopolitical tensions, armed conflicts, wars, terrorist acts, civil unrest, malicious acts and/or other events that could adversely affect our ability to conduct business. The risks from such events are common to all insurers. To mitigate such risks, we have business continuity plans in place that include remote workforces, remote system and telecommunication accessibility, and other plans to ensure availability of critical resources and business continuity during an event. Such events can also have an adverse impact on financial markets, U.S. and global economies, service providers, and Fund performance for the funds available through your Contract. There can be no assurance that we, the Funds, or our service providers will avoid such adverse impacts due to such events and some events may be beyond control and cannot be fully mitigated or foreseen.

## BENEFITS AVAILABLE UNDER THE CONTRACT

The following tables summarize information about the benefits available under the Contract.

Certain Contract features and benefits described in this Prospectus may vary or may not be available depending on the broker-dealer through which your Contract was sold. See **Appendix: Financial Intermediary Variations** in this Prospectus for more information.

| Standard Benefits (No Additional Charge) | | | |
|---|---|---|---|
| **Name of Benefit** | **Purpose** | **Maximum Annual Fee** | **Brief Description of Restrictions/Limitations** |
| Dollar Cost Averaging | Allows dollar cost averaging transfers from one Variable Investment Option to one or more Variable Investment Options. Dollar cost averaging may allow you to average the purchase prices of Variable Investment Options over time, and may permit a "smoothing" of abrupt peaks and drops in price. | No Charge | • Amounts can only be transferred to one or more Variable Investment Options.<br>• Can only have one dollar cost averaging program in effect and cannot have a DCA Plus program in effect at the same time.<br>• Only available prior to the Annuity Date. |
| DCA Plus | Allows dollar cost averaging transfers from the DCA Plus Fixed Option to one or more Variable Investment Options. Amounts held in the DCA Plus Fixed Option will earn a guaranteed minimum interest rate. | No Charge | • Can only have one dollar cost averaging program in effect at one time.<br>• Only available prior to the Annuity Date.<br>• Program transfers do not count against limits on permitted transfers |
| Portfolio Rebalancing | Allows you to automatically rebalance your values among Variable Investment Options based on percentages that you specify. | No Charge | • Rebalancing can be made quarterly, semi-annually, or annually.<br>• Only available prior to the Annuity Date.<br>• Program transfers do not count against limits on permitted transfers.<br>• We may discontinue, modify, or suspend this service at any time. |
| Earnings Sweep | Allows you to automatically transfer your earnings from the Fidelity VIP Government Money Market to one or more Variable Investment Options. | No Charge | • Transfers can occur monthly, quarterly, semi-annually, or annually.<br>• Can only have one earnings sweep program in effect at one time.<br>• If withdrawals occur during a period, we will assume that the withdrawal was taken from earnings and will reduce the amount transferred during the period.<br>• Program transfers do not count against limits on permitted transfers.<br>• We may discontinue, modify, or suspend this service at any time. |

| | | | |
|---|---|---|---|
| Death Benefit Amount | Provides a death benefit equal to the greater of the Net Contract Value or total Purchase Payments adjusted for withdrawals. | No Charge | • Poor investment performance could reduce the death benefit amount.<br>• Withdrawals will reduce the death benefit amount and adjust the total amount of Purchase Payments on a pro rata basis. The reduction may be greater than the actual amount withdrawn.<br>• This benefit terminates upon annuitization. |
| Pre-Authorized Withdrawals | Allows you to automatically take partial withdrawals from the Contract | No Charge | • Withdrawals can occur monthly, quarterly, semi-annually, or annually.<br>• Withdrawals will reduce Contract Value and may reduce benefits. The reduction to a benefit may be more than the amount withdrawn, and could terminate a benefit.<br>• Withdrawals may be subject to taxes and potential tax penalties.<br>• Only available prior to the Annuity Date.<br>• We may discontinue, modify, or suspend this service at any time. |

| **Standard Benefits (Additional Charge)** | | | |
|---|---|---|---|
| **Name of Benefit** | **Purpose** | **Maximum Annual Fee** | **Brief Description of Restrictions/Limitations** |
| Loans | Allows certain Owners of Qualified Contracts to borrow against their Contracts. Otherwise, loans from us are not permitted. | 5% Fixed Annual Rate | • Not available to all Contract Owners.<br>• Contract Value held in Loan Account to secure Contract Debt earns interest at a 3% annual rate. The net annual interest rate charged on Contract Debt is 2%.<br>• You may have only one loan outstanding at any time.<br>• The minimum loan amount is $1,000, subject to certain state limitations.<br>• The maximum loan amount may not exceed the lesser of 50% of the amount available for withdrawal under this Contract or $50,000 less your highest outstanding Contract Debt during the 12-month period immediately preceding the effective date of your loan.<br>• Taking a loan while an optional living benefit Rider is in effect will terminate your Rider. |

| Optional Living Benefits (Additional Charges Apply) | | | |
|---|---|---|---|
| **Name of Benefit** | **Purpose** | **Maximum Annual Fee** | **Brief Description of Restrictions/Limitations** |
| Enhanced Income Select (Single) | This benefit focuses on providing guaranteed lifetime periodic withdrawals, regardless of market performance, on a single life (the Designated Life). Provides for automatic resets which may increase the amount that can be withdrawn in the future. Once the Contract Value is zero, provides a guaranteed lifetime income amount. | 2.25% (as a percentage of Protected Payment Base) | • No longer available for purchase.<br>• You may only have one guaranteed minimum withdrawal benefit in effect at the same time.<br>• Must follow investment allocation requirements which limit the number of allowable Investment Options.<br>• Lifetime withdrawals are available when the Designated Life is age 59½.<br>• Once the Contract Value is zero, a guaranteed lifetime income percentage applies which is less than the withdrawal percentage allowed when the Contract Value was greater than zero.<br>• Taking a withdrawal before age 59½ or withdrawal amounts that are greater than what is allowed on an annual basis after age 59½ may reduce the benefit by more than the amount withdrawn and may terminate the rider.<br>• Any unused allowable annual withdrawal amount cannot be carried over to later years.<br>• May not voluntarily terminate the rider.<br>• We reserve the right to reject and restrict additional Purchase Payments.<br>• Benefit and benefit charges terminate upon annuitization. |
| Enhanced Income Select (Joint) | This benefit focuses on providing guaranteed lifetime periodic withdrawals, regardless of market performance, on joint lives (the Designated Lives). Provides for automatic resets which may increase the amount that can be withdrawn in the future. Once the Contract Value is zero, provides a guaranteed lifetime income amount. | 2.75% (as a percentage of Protected Payment Base) | • No longer available for purchase.<br>• You may only have one guaranteed minimum withdrawal benefit in effect at the same time.<br>• Must follow investment allocation requirements which limit the number of allowable Investment Options.<br>• Lifetime withdrawals are available when the youngest Designated Life is age 59½.<br>• Once the Contract Value is zero, a guaranteed lifetime income percentage applies which is less than the withdrawal percentage allowed when the Contract Value was greater than zero.<br>• Taking a withdrawal before age 59½ or withdrawal amounts that are greater than what is allowed on an annual basis after age 59½ may |

| Optional Living Benefits (Additional Charges Apply) | | | |
|---|---|---|---|
| **Name of Benefit** | **Purpose** | **Maximum Annual Fee** | **Brief Description of Restrictions/Limitations** |
| | | | reduce the benefit by more than the amount withdrawn and may terminate the rider.<br>• Any unused allowable annual withdrawal amount cannot be carried over to later years.<br>• May not voluntarily terminate the rider.<br>• We reserve the right to reject and restrict additional Purchase Payments.<br>• Benefit and benefit charges terminate upon annuitization. |
| CoreIncome Advantage Select (Single) | This benefit focuses on providing guaranteed lifetime periodic withdrawals, regardless of market performance, on a single life (the Designated Life). Provides for automatic resets which may increase the amount that can be withdrawn in the future. | 2.00% (as a percentage of Protected Payment Base) | • No longer available for purchase.<br>• The Owner/Annuitant must be the Designated Life and be 85 or younger at purchase (for Non-Natural Owners, the youngest must be the Designated Life).<br>• You may only have one guaranteed minimum withdrawal benefit in effect at the same time.<br>• Must follow investment allocation requirements which limit the number of allowable Investment Options.<br>• Lifetime withdrawals are available starting at age 65.<br>• Taking a withdrawal before 65 or a withdrawal that exceeds the annual withdrawal amount after 65 may adversely affect the benefits provided, including failure to receive lifetime withdrawals under the rider.<br>• May not voluntarily terminate the rider.<br>• Benefit and benefit charges terminate upon annuitization. |
| CoreIncome Advantage Select (Joint) | This benefit focuses on providing guaranteed lifetime periodic withdrawals, regardless of market performance, on joint lives (the Designated Lives). Provides for automatic resets which may increase the amount that can be withdrawn in the future. | 2.50% (as a percentage of Protected Payment Base) | • No longer available for purchase.<br>• Owners/Annuitants must be the Designated Lives, and both Designated Lives must be 85 or younger at purchase.<br>• You may only have one guaranteed minimum withdrawal benefit in effect at the same time.<br>• Must follow investment allocation requirements which limit the number of allowable Investment Options.<br>• Lifetime withdrawals are available when the youngest Designated Life is age 65.<br>• Taking a withdrawal before the youngest Designated Life is age 65 or a withdrawal that exceeds the annual withdrawal amount after the |

| Optional Living Benefits (Additional Charges Apply) | | | |
|---|---|---|---|
| **Name of Benefit** | **Purpose** | **Maximum Annual Fee** | **Brief Description of Restrictions/Limitations** |
| | | | youngest Designated Life is age 65 may adversely affect the benefits provided, including failure to receive lifetime withdrawals under the rider.<br>• May not voluntarily terminate the rider.<br>• Benefit and benefit charges terminate upon annuitization. |
| CoreIncome Advantage 4 Select (Single) | This benefit focuses on providing guaranteed lifetime periodic withdrawals, regardless of market performance, on a single life (the Designated Life). Provides for automatic resets which may increase the amount that can be withdrawn in the future. | 1.00% (as a percentage of Protected Payment Base) | • No longer available for purchase.<br>• You may only have one guaranteed minimum withdrawal benefit in effect at the same time.<br>• Must follow investment allocation requirements which limit the number of allowable Investment Options.<br>• Lifetime withdrawals are available when the Designated Life is age 59½.<br>• Taking a withdrawal before age 59½ or withdrawal amounts that are greater than what is allowed on an annual basis after age 59½ may reduce the benefit by more than the amount withdrawn and may terminate the rider.<br>• Any unused allowable annual withdrawal amount cannot be carried over to later years.<br>• May not voluntarily terminate the rider.<br>• We reserve the right to reject and restrict additional Purchase Payments.<br>• Benefit and benefit charges terminate upon annuitization. |
| CoreIncome Advantage 4 Select (Joint) | This benefit focuses on providing guaranteed lifetime periodic withdrawals, regardless of market performance, on joint lives (the Designated Lives). Provides for automatic resets which may increase the amount that can be withdrawn in the future. | 1.50% (as a percentage of Protected Payment Base) | • No longer available for purchase.<br>• You may only have one guaranteed minimum withdrawal benefit in effect at the same time.<br>• Must follow investment allocation requirements which limit the number of allowable Investment Options.<br>• Lifetime withdrawals are available when the youngest Designated Life is age 59½.<br>• Taking a withdrawal before age 59½ or withdrawal amounts that are greater than what is allowed on an annual basis after age 59½ may reduce the benefit by more than the amount withdrawn and may terminate the rider.<br>• Any unused allowable annual withdrawal amount cannot be carried over to later years. |

| Optional Living Benefits (Additional Charges Apply) | | | |
|---|---|---|---|
| **Name of Benefit** | **Purpose** | **Maximum Annual Fee** | **Brief Description of Restrictions/Limitations** |
| | | | • May not voluntarily terminate the rider.<br>• We reserve the right to reject and restrict additional Purchase Payments.<br>• Benefit and benefit charges terminate upon annuitization. |
| Core Protect Plus (Single) | This benefit focuses on providing guaranteed lifetime periodic withdrawals, regardless of market performance. | 2.50% (as a percentage of Protected Payment Base) | • No longer available for purchase.<br>• You may only have one guaranteed minimum withdrawal benefit in effect at the same time.<br>• Must follow investment allocation requirements which limit the number of allowable Investment Options.<br>• Automatic resets are available starting after the first withdrawal or 5 Contract anniversaries measured from the rider effective date whichever is earlier.<br>• Any additional amount added to the protected amount may be added for 5 Contract anniversaries measured from the rider effective date. If a withdrawal occurs during this period the additional amount will stop and cannot be restarted by a reset.<br>• Lifetime withdrawals are available starting at age 65 for the Designated Life.<br>• Taking a withdrawal before age 65 or withdrawal amounts that are great than what is allowed on an annual basis after age 65 may reduce the benefit by more than the amount withdrawn may terminate the rider.<br>• Any unused allowable annual withdrawal amount cannot be carried over to later years.<br>• May not voluntarily terminate the rider.<br>• We reserve the right to reject and restrict additional Purchase Payments.<br>• Benefit and benefit charges terminate upon annuitization. |
| Core Protect Plus (Joint) | This benefit focuses on providing guaranteed lifetime periodic withdrawals, regardless of market performance. | 2.75% (as a percentage of Protected Payment Base) | • No longer available for purchase.<br>• You may only have one guaranteed minimum withdrawal benefit in effect at the same time.<br>• Must follow investment allocation requirements which limit the number of allowable Investment Options.<br>• Automatic resets are available starting after the first withdrawal or |

| Optional Living Benefits (Additional Charges Apply) | | | |
|---|---|---|---|
| **Name of Benefit** | **Purpose** | **Maximum Annual Fee** | **Brief Description of Restrictions/Limitations** |
| | | | 5 Contract anniversaries measured from the rider effective date whichever is earlier.<br>• Any additional amount added to the protected amount may be added for 5 Contract anniversaries measured from the rider effective date. If a withdrawal occurs during this period the additional amount will stop and cannot be restarted by a reset.<br>• Lifetime withdrawals are available starting at age 65 for the Designated Life or the youngest of the Designated Lives.<br>• Taking a withdrawal before age 65 or withdrawal amounts that are greater than what is allowed on an annual basis after age 65 may reduce the benefit by more than the amount withdrawn and may terminate the rider.<br>• Any unused allowable annual withdrawal amount cannot be carried over to later years.<br>• May not voluntarily terminate the rider.<br>• We reserve the right to reject and restrict additional Purchase Payments.<br>• Benefit and benefit charges terminate upon annuitization. |
| Income Access Select | This benefit focuses on providing withdrawals benefits, regardless of market performance, until a protected amount is zero. Provides for automatic resets which may increase the amount that can be withdrawn in the future. | 2.75% (as a percentage of Protected Payment Base) | • No longer available for purchase.<br>• You may only have one guaranteed minimum withdrawal benefit in effect at the same time.<br>• Does not provide lifetime withdrawal benefits.<br>• Must follow investment allocation requirements which limit the number of allowable Investment Options.<br>• Withdrawal amounts that are greater than what is allowed on an annual basis may reduce the benefit by more than the amount withdrawn and may terminate the rider.<br>• Any unused allowable annual withdrawal amount cannot be carried over to later years.<br>• May not voluntarily terminate the rider.<br>• We reserve the right to reject and restrict additional Purchase Payments.<br>• Benefit and Benefit charges terminate upon annuitization. |

| Optional Living Benefits (Additional Charges Apply) | | | |
|---|---|---|---|
| **Name of Benefit** | **Purpose** | **Maximum Annual Fee** | **Brief Description of Restrictions/Limitations** |
| Guaranteed Protection Advantage 3 Select | This benefit may add an additional amount to the Contract Value if the Contract Value is less than the protected amount at the end of a 10-year term. | 2.25% (as a percentage of Guaranteed Protection Amount) | • No longer available for purchase.<br>• Must follow investment allocation requirements which limit the number of allowable Investment Options.<br>• Any additional Purchase Payments made after the first year of a Term will increase the Contract Value and may reduce or eliminate the benefit provided by this Rider.<br>• Given the limitations on crediting of subsequent purchase payments for rider purposes and investment allocation restriction, the likelihood that an additional amount will be added to the Contract Value may be minimal.<br>• Withdrawals (including RMD withdrawals and withdrawals to pay advisory fees) made during the Term will lower the Guaranteed Protection Amount, potentially by more than the amount withdrawn.<br>• Additional amount is only added if the Contract Value is less than the Guaranteed Protection Amount at the end of the Term.<br>• We reserve the right to reject and restrict additional Purchase Payments.<br>• Benefit and benefit charges terminate upon annuitization. |
| Four Year Withdrawal Charge Option | This benefit allows you to reduce the withdrawal charge schedule from 7 years to 4 years. | 0.35% (as a percentage of average daily Variable Account Value) | • No longer available for purchase.<br>• Additional charge is only for the first 4 Contract Years and will be deducted even if no withdrawals are taken.<br>• If this benefit is purchased, additional Purchase Payments are only allowed during the first Contract Year. |

| Optional Death Benefits (Additional Charges Apply) | | | |
|---|---|---|---|
| **Name of Benefit** | **Purpose** | **Maximum Annual Fee** | **Brief Description of Restriction/Limitations** |
| Stepped-Up Death Benefit II Rider | This benefit provides a death benefit equal to the greater of the death benefit amount under the Contract or the death benefit amount under this option, adjusted for withdrawals. Provides for step-ups to increase the death benefit amount under this benefit. | 0.20% (as a percentage of average daily Variable Account Value) | • Available only at contract purchase.<br>• Owner and Annuitant must be 75 or younger on the contract date.<br>• Certain ownership changes may reduce benefits.<br>• Step-ups stop on the contract anniversary prior to the oldest owner or annuitant reaching age 81.<br>• Withdrawals will reduce the benefit and the reduction made may be greater than the actual amount withdrawn.<br>• This benefit and benefit charges terminate upon annuitization or when the Contract Value is reduced to zero.<br>• May not voluntarily terminate the rider. |

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

You may choose among the different Variable Investment Options and the DCA Plus Fixed Option. **However, if you choose an optional living benefit rider, you will be restricted to the Investment Options made available under each rider. See the APPENDIX: INVESTMENT OPTIONS AVAILABLE UNDER THE CONTRACT- Living Benefit Investment Allocation Requirements**.

Information regarding the Funds underlying the Variable Investment Options, including the Fund name, investment objective, the investment adviser and any sub-adviser, current expenses, and performance is available in an appendix to this Prospectus. See the **APPENDIX: INVESTMENT OPTIONS AVAILABLE UNDER THE CONTRACT**. Each Fund has issued a prospectus that contains more detailed information about each Fund, and may be found at https://pacificlife.onlineprospectus.net/pacificlife/products/.

*Your Variable Investment Options*

We consider various factors when determining the Funds offered under this Contract. Such factors include some or all of the following: Fund reputation, asset class, investment objective, investment performance, manager and sub-adviser experience, brand recognition, share class, and expenses. We may also consider whether the underlying Fund makes fee payments for distribution and/or service fees (12b-1 fees), if a Fund affiliate makes fee payments for certain administrative support, or if the Fund is affiliated with us. See **ADDITIONAL INFORMATION – Service Arrangements** in this Prospectus and the underlying Fund prospectus for additional information.

We periodically review the selection of Funds offered through the Contract based on various criteria, including (but not limited to) the criteria described above. Upon review, we may add new Funds or, subject to applicable law, remove Funds. We may also restrict allocation of additional Purchase Payments or transfers to a Fund if we determine the Fund no longer meets one or more criteria that we consider with respect to Fund selection. Our decision whether to add, remove, or restrict access to a Fund may be influenced by whether, and the extent to which, the Fund or its affiliates make payments to us.

We do not recommend or endorse any particular Fund and we do not provide investment advice.

*Your Fixed Option*

The DCA Plus Fixed Option offers you a guaranteed minimum interest rate on amounts that you allocate to this option. You may only allocate Purchase Payments to the DCA Plus Fixed Option (you cannot make transfers from other Investment Options to the DCA Plus Fixed Option) and you may choose a Guarantee Term of up to 24 months, depending on what Guarantee Terms we offer. Different interest rates may apply if the Four-Year Withdrawal Charge Option is elected or for Contracts issued with an optional living benefit and/or death benefit rider. Please contact us for the Guarantee Terms and interest rates currently available. Any amount allocated to this option will be transferred monthly (over the Guarantee Term) to one or more of the Variable Investment Option(s) you selected. You may also use the DCA Plus program, which invests in the DCA Plus Fixed Option, to transfer amounts to the allowable Investment Options to qualify for certain living benefit riders offered under your Contract. See **LIVING BENEFIT INVESTMENT ALLOCATION REQUIREMENTS** and **THE GENERAL ACCOUNT**. Amounts you allocate to this option, and your earnings credited are held in our General Account. For more detailed information about this option, see **THE GENERAL ACCOUNT**.

## BUYING YOUR CONTRACT

### How to Apply for Your Contract

To purchase a Contract, you must work with your financial professional to fill out an application and submit it along with your initial Purchase Payment to Pacific Life & Annuity Company at P.O. Box 2736, Omaha, Nebraska 68103-2736. In those instances when we receive electronic transmission of the information on the application from your financial professional's broker-dealer firm and our administrative procedures with your broker-dealer so provide, we consider the application to be received on the Business Day we receive the transmission. If your application and Purchase Payment are complete when received, or once they have become complete, we will issue your Contract within 2 Business Days. If some information is missing from your application, we may delay issuing your Contract while we obtain the missing information. However, we will not hold your initial Purchase Payment for more than 5 Business Days without your permission. In any case, we will not hold your initial Purchase Payment after 20 Business Days.

You may also purchase a Contract by exchanging your existing annuity. Some financial professionals may have a financial incentive to offer you this Contract in place of the one you already own. You should only exchange your existing contract for this Contract if you determine, after comparing the features, fees, and risks of both contracts, that it is preferable for you to purchase this Contract rather than continue your existing contract. Call your financial professional or call us at (800) 748-6907 if you are interested in this option.

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

The maximum age of a Contract Owner/Annuitant, including Joint Owners, Joint Annuitants, and Contingent Annuitants, for which a Contract will be issued is 85.The Contract Owner's age is calculated as of his or her last birthday. If any Contract Owner (or any Annuitant in the case of a Non-Natural Owner) named in the application for a Contract dies and we are notified of the death before we issue the Contract, then we will return the amount we received. If we issue the Contract and are subsequently notified after issuance that the death occurred prior to issue, then the application for the Contract and/or any Contract issued will be deemed cancelled and a refund will be issued. The refund amount will be the Contract Value based upon the next determined Accumulated Unit Value (AUV) after we receive proof of death, In Proper Form, of the Contract Owner (or Annuitant in the case of a Non-Natural Owner), plus a refund of any amount used to pay premium taxes and/or any other taxes. Any refunded assets may be subject to probate.

### Making Your Investments ("Purchase Payments")

*Making Your Initial Purchase Payment*

Your initial Purchase Payment must be at least $10,000 for a Non-Qualified Contract and at least $2,000 for a Qualified Contract. Currently, we are not enforcing the minimum initial Purchase Payment on Qualified Contracts but we reserve the right to enforce the minimum initial Purchase Payment on Qualified Contracts in the future. We will provide at least a 30 calendar day prior notice before we enforce the minimum initial Purchase Payment on Qualified Contracts. For Non-Qualified Contracts, if the entire minimum initial Purchase Payment is not included when you submit your application, you must establish a pre-authorized investment program. A pre-authorized investment program allows you to pay the remainder of the required initial Purchase Payment in equal installments over the first Contract Year. Further requirements for the pre-authorized investment program are discussed in the Pre-Authorized Investment Request form. **The pre-authorized investment program is not available if you purchase the Four Year Withdrawal Charge Option.**

We reserve the right to reject additional Purchase Payments. Your Contract requires that you must obtain our consent before making an initial or additional Purchase Payment that will bring your aggregate Purchase Payments over $1,000,000. For purposes of this limit, the aggregate Purchase Payments are based on all contracts for which you are either owner and/or annuitant.

*Making Additional Purchase Payments*

If your Contract is Non-Qualified, you may choose to invest additional amounts in your Contract at any time. If your Contract is Qualified, the method of contribution and contribution limits may be restricted by the Qualified Plan or the Internal Revenue Code ("the **Code**"). Each additional Purchase Payment must be at least $250 for a Non-Qualified Contract and $50 for a Qualified Contract. Currently, we are not enforcing the minimum additional Purchase Payment amounts but we reserve the right to enforce the minimum additional Purchase Payment amounts in the future. We will provide at least a 30 calendar day prior notice before we enforce the minimum additional Purchase Payment amounts. Additional Purchase Payments will be allocated according to the instructions we have on file unless we receive specific allocation instructions.

**If you purchase the Four Year Withdrawal Charge Option, you may only make subsequent Purchase Payments during your first Contract Year.**

**If you purchase an optional rider, we reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we decide to no longer accept Purchase Payments for any Rider, we may not accept subsequent Purchase Payments for your Contract and you will not be able to increase your Contract Value or increase any protected amounts under your optional living benefit rider by making additional Purchase Payments into your Contract. We may reject or restrict additional Purchase Payments to help protect our ability to provide the guarantees under these riders (for example,**

**changes in current economic factors or general market conditions). If we decide to no longer accept Purchase Payments, we will provide at least 30 calendar days advance written notice.**

*Forms of Purchase Payment*

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

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

We will not accept Purchase Payments in the following forms:

- cash,
- credit cards or checks drawn against a credit card account,
- money orders or traveler's checks in single denominations of $10,000 or less,
- starter checks,
- home equity checks,
- eChecks,
- cashier's checks, money orders, traveler's checks or personal checks drawn on non-U.S. banks, even if the payment may be effected through a U.S. bank,
- third party payments if there is not a clear connection of the third party to the underlying transaction, and
- wire transfers that originate from foreign bank accounts.

All unacceptable forms of Purchase Payments will be returned to the payor along with a letter of explanation. We reserve the right to reject or accept any form of payment. Any unacceptable Purchase Payment inadvertently invested may be returned and the amount returned may be more or less than the amount submitted. If a Purchase Payment is made by check other than a cashier's check, we may hold the check and the payment of any withdrawal proceeds and any refund during the "Right to Cancel" period may be delayed until we receive confirmation in our Service Center that your check has cleared. In general, a delay of the payment of withdrawal proceeds or any refund during the check hold period will not exceed ten Business Days after we receive your withdrawal or "Right to Cancel" request In Proper Form. We will calculate the value of your proceeds as of the end of the Business Day we received your withdrawal or "Right to Cancel" request In Proper Form.

## HOW YOUR PURCHASE PAYMENTS ARE ALLOCATED

### Choosing Your Investment Options

You may allocate your Purchase Payments among any of the available Investment Options. If we do not receive instructions allocating your initial Purchase Payment, your application is not In Proper Form and we will not issue your Contract. Allocations of your initial Purchase Payment to the Investment Options you selected will be effective on your Contract Date. Each additional Purchase Payment will be allocated to the Investment Options according to your allocation instructions in your application, or most recent instructions, if any, subject to the terms described in **WITHDRAWALS – Right to Cancel ("Free Look")**. If you purchased an optional living benefit rider, you must allocate your entire Contract Value to the allowable Investment Options made available for these riders. You may also use the DCA Plus program to transfer amounts to Allowable Investment Options. We reserve the right to require that your allocation to any particular Investment Option must be at least $500. We also reserve the right (with prior written notice) to transfer any remaining Account Value that is not at least $500 to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.

If your Contract is issued in exchange for another annuity contract or a life insurance policy, our administrative procedures may vary.

### Investing in Variable Investment Options

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

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

*Your Variable Account Value Will Change*

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

Subaccount Unit Values will vary in accordance with the investment performance of the corresponding Fund. For example, the value of Units in Subaccount A will change to reflect the performance of the corresponding Fund (including that Fund's investment income, its capital gains and losses, and its expenses). Subaccount Unit Values are also adjusted to reflect the Administrative Fee, applicable Mortality and Expense Risk Charge imposed on the Separate Account, charges associated with any optional living benefit or death benefit riders, transfers, and withdrawals.

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

*Calculating Subaccount Unit Values*

We calculate the Unit Value of the Subaccount Units in each Variable Investment Option as of the close of each Business Day, usually 4:00 p.m. Eastern Time. At the end of each Business Day, the Unit Value for a Subaccount is equal to:

$$Y \times Z$$

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

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

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

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

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

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

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

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

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

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

The Subaccount Unit Value may increase or decrease from one valuation period to another. For Subaccount Unit Values please go to www.PacificLife.com.

**When Your Purchase Payment is Effective**

Your initial Purchase Payment is effective on the Business Day we issue your Contract, which will not be later than 2 Business Days after we receive your initial Purchase Payment and application In Proper Form. Any additional Purchase Payment is effective on the Business Day we receive it In Proper Form. See **ADDITIONAL INFORMATION** – **Inquiries and Submitting Forms and Requests**.

The day your Purchase Payment is effective determines the Unit Value at which Subaccount Units are attributed to your Contract. In the case of transfers or withdrawals, the effective day determines the Unit Value at which affected Subaccount Units are debited and/or credited under your Contract. That Unit Value is the value of the Subaccount Units next calculated after your transaction is effective. Orders received In Proper Form before 4:00pm EST on a Business Day will receive the Unit Value for that day. Orders received In Proper Form after 4:00pm EST will receive the next Business Day's Unit Value. Your Variable Account Value begins to reflect the investment performance results of your new allocations on the day after your transaction is effective.

**Transfers and Market-timing Restrictions**

*Transfers*

Transfers are allowed 30 calendar days after the Contract Date. Currently, we are not enforcing this restriction but we reserve the right to enforce it in the future. We will provide at least a 30 calendar day prior notice before we enforce the 30 calendar day waiting period after the Contract Date. Once your Purchase Payments are allocated to the Investment Options you selected, you may transfer your Account Value less Loan Account Value from any Investment Option to any other Investment Option, except the DCA Plus Fixed Option. If you purchased an optional living benefit rider, you may only transfer your Account Value to an allowable Investment Option made available for the riders or your rider will terminate. See the **APPENDIX: INVESTMENT OPTIONS AVAILABLE UNDER THE CONTRACT – Living Benefit Investment Allocation Requirements**.

- Transfers are limited to 25 for each calendar year. If you have used all 25 transfers available to you in a calendar year, you may no longer make transfers between the Investment Options until the start of the next calendar year. However, you may make 1 transfer of all or a portion of the Account Value remaining in the Variable Investment Options into the Fidelity® VIP Government Money Market Investment Option prior to the start of the next calendar year.

- Only 2 transfers in any calendar month may involve any of the following Investment Options:

| | | | |
|---|---|---|---|
| American Funds IS Capital Income Builder Fund | American Funds IS Capital World Bond Fund | American Funds IS Capital World Growth and Income Fund | American Funds IS Global Balanced Fund |
| American Funds IS Global Growth Fund | American Funds IS Global Small Capitalization Fund | American Funds IS International Fund | American Funds IS International Growth and Income Fund |
| American Funds IS New World Fund | BlackRock Global Allocation V.I. Fund | Fidelity® VIP FundsManager 60% Portfolio | First Trust/Dow Jones Dividend & Income Allocation Portfolio |
| Franklin Mutual Global Discovery VIP Fund | Invesco V.I. Balanced-Risk Allocation Fund | Nomura VIP Energy | MFS Total Return Series |
| MFS Utilities Series | Invesco V.I. Global Fund | Invesco V.I. International Growth Fund | Templeton Global Bond VIP Fund |

  This restriction limits the total number of transfers involving any of the Investment Options in the group. *For example*, if you transfer from the MFS Total Return Series to the MFS Utilities Series, that counts as one transfer for the calendar month. If you later transfer from the American Funds IS Global Growth Fund to the American Funds IS Capital World Bond Fund, that would be the second transfer for the calendar month and no more transfers will be allowed for any of the Investment Options listed above for the remainder of the calendar month.

- Only 2 transfers into or out of each of the following Investment Options may occur in any calendar month:

| | | | |
|---|---|---|---|
| American Funds IS American High-Income Trust | American Funds IS Asset Allocation Fund | American Funds IS Growth Fund | American Funds IS Growth-Income Fund |
| American Funds IS Managed Risk Allocation Fund | American Funds IS The Bond Fund of America | American Funds IS U.S. Government Securities Fund | American Funds IS Washington Mutual Investors Fund |
| Lord Abbett Bond Debenture Portfolio | PIMCO CommodityRealReturn Strategy Portfolio | VanEck Global Resources Fund | |

  This restriction limits the number of transfers involving any single Investment Option. *For example*, if you transfer from the American Funds IS Growth Fund to the American Funds IS The Bond Fund of America, that counts as one transfer for each Investment Option. Only one more transfer involving those two Investment Options can occur during the calendar month. If you later transfer from the American Funds IS Growth Fund to the American Funds IS Asset Allocation Fund, that would be the second transfer in the calendar month involving the American Funds IS Growth Fund and that Investment Option is no longer available for the remainder of the calendar month. All other Investment Options listed above would still be available to transfer into or out of for the remainder of the calendar month.

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

For the purpose of applying the limitations, multiple transfers that occur on the same calendar day are considered 1 transfer. A transfer of Account Value from the Loan Account back into your Investment Options following a loan repayment is not considered a transfer

under these limitations. Transfers that occur as a result of the DCA Plus program, the dollar cost averaging program, the portfolio rebalancing program, the earnings sweep program, or approved corporate owned life insurance policy rebalancing programs are excluded from these limitations. Also, allocations of Purchase Payments are not subject to these limitations.

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

If we deny a transfer request, we will notify you or your financial professional immediately.

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

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

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

*Market-timing Restrictions*

The Contract is not designed to serve as a vehicle for frequent trading in response to short-term fluctuations in the market. Accordingly, organizations or individuals that use market-timing investment strategies and make frequent transfers should not purchase the Contract. Such frequent trading can disrupt management of the underlying Funds and raise expenses. The transfer limitations set forth above are intended to reduce frequent trading. As required by SEC regulation (Rule 22c-2 of the 1940 Act), we entered into written agreements with each Fund or its principal underwriter that require us to provide to a Fund, upon Fund request, certain information about the trading activity of individual Contract Owners. The agreement requires us to execute any Fund instructions we receive that restrict or prohibit further purchases or transfers by specific Contract Owners who violate the frequent trading or market timing policies established by a Fund. The policies of a Fund may be more restrictive than our policies or the policies of other Funds. See the Fund prospectuses for additional information.

In addition, we monitor certain large transaction activity in an attempt to detect trading that may be disruptive to the Funds. In the event transfer activity is found to be disruptive, certain future transactions by such Contract Owners, or by a financial professional or other party acting on behalf of one or more Contract Owners, will require preclearance. Frequent trading and large transactions that are disruptive to Fund management can have an adverse effect on Fund performance and therefore your Contract's performance. Such trading may also cause dilution in the value of the Investment Options held by long-term Contract Owners. While these issues can occur in connection with any of the underlying Funds, Funds holding securities that are subject to market pricing inefficiencies are more susceptible to abuse. For example, Funds holding international securities may be more susceptible to time-zone arbitrage which seeks to take advantage of pricing discrepancies occurring between the time of the closing of the market on which the security is traded and the time of pricing of the Funds.

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

We reserve the right to restrict, in our sole discretion, transfers initiated by a market timing organization or individual or other party authorized to give transfer instructions on behalf of multiple Contract Owners. Such restrictions could include:

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

We further reserve the right to impose, with 30 calendar days advance written notice, restrictions on transfers that we determine, in our sole discretion, will disadvantage or potentially hurt the rights or interests of other Contract Owners; or to comply with any applicable federal and state laws, rules and regulations.

*Exchanges of Annuity Units*

Exchanges of Annuity Units in any Subaccount(s) to any other Subaccount(s) after the Annuity Date are limited to 4 in any 12-month period. For purposes of applying the limitations, multiple exchanges that occur on the same calendar day are considered 1 exchange.

See **THE GENERAL ACCOUNT** section in this Prospectus and **THE CONTRACTS AND THE SEPARATE ACCOUNT** section in the SAI.

**Systematic Transfer Options**

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

*Dollar Cost Averaging*

Dollar cost averaging is a method in which you buy securities in a series of regular purchases instead of in a single purchase. This allows you to average the securities' prices over time, and may permit a "smoothing" of abrupt peaks and drops in price. Prior to your Annuity Date, you may use dollar cost averaging to transfer amounts, over time, from any Investment Option with an Account Value of at least $5,000 to one or more Variable Investment Options. Each transfer must be for at least $250. Currently, we are not enforcing the minimum Account Value and/or transfer amounts but we reserve the right to enforce such minimum amounts in the future. Detailed information appears in the **Systematic Transfer Programs—***Dollar Cost Averaging* subsection of the SAI. We will provide you at least 30 calendar days prior notice before we enforce the minimum Account Value and/or transfer amounts on dollar cost averaging purchases.

*DCA Plus*

DCA Plus provides a way to transfer amounts monthly from the DCA Plus Fixed Option to one or more Variable Investment Option(s) currently over a period of up to 24 months, depending on what Guarantee Terms we offer. Please contact us for the Guarantee Terms currently available. The initial minimum amount that you may allocate to the DCA Plus Fixed Option is $5,000. The minimum amount for subsequent Purchase Payments is $250. Currently, we are not enforcing the initial or subsequent Purchase Payment minimum amounts but we reserve the right to enforce such minimum amounts in the future. We will provide at least a 30 calendar day prior notice before we enforce the initial or subsequent Purchase Payment minimum amounts. Amounts allocated to the DCA Plus Fixed Option are held in our General Account and receive interest at rates declared periodically by us, but not less than the minimum guaranteed interest rate specified in your Contract (the "Guaranteed Interest Rate"). Different interest rates may apply if the Four-Year Withdrawal Charge Option is elected or for Contracts issued with an optional living benefit and/or death benefit rider. The DCA Plus program can also be used with allowable Asset Allocation Models or allowable Investment Options to qualify for certain optional benefit riders offered under your Contract. See **THE GENERAL ACCOUNT**.

*Portfolio Rebalancing*

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

*Earnings Sweep*

You may instruct us to make automatic periodic transfers of your earnings from the Fidelity® VIP Government Money Market Subaccount to one or more Variable Investment Options (other than the Fidelity® VIP Government Money Market Subaccount). Detailed information appears in the **Systematic Transfer Programs—***Earnings Sweep* subsection of the SAI.

## CHARGES, FEES AND ADJUSTMENTS

**Withdrawal Charge**

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

- the free withdrawal amount (see **WITHDRAWALS** – *Withdrawals Free of a Withdrawal Charge*),
- death benefit proceeds, except as provided under the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** – *Non- Natural Owner* section for certain Non-Natural Owners,
- amounts converted after the 1st Contract Anniversary to an Annuity Option (see **ANNUITIZATION – Choosing Your Annuity Option**), unless guaranteed variable annuity payments under Annuity Option 2 or 4 are subsequently redeemed (see **ANNUITIZATION – Choosing Your Annuity Option**),

- withdrawals by Owners to meet the minimum distribution rules for Qualified Contracts as they apply to amounts held under the Contract (except for any new Inherited IRA contracts),
- withdrawals after the 1st Contract Anniversary, if the Owner (or Annuitant in the case of a Non-Natural Owner) has been diagnosed on or after the Contract Date with a medically determinable condition that results in a life expectancy of 12 months or less and we are provided with medical evidence In Proper Form, or
- subject to medical evidence provided In Proper Form, after 90 calendar days from the Contract Date, full or partial withdrawals while the Owner (or Annuitant in the case of a Non-Natural Owner) has been confined to an accredited nursing home for 30 calendar days or longer and was not confined to the nursing home on the Contract Date.

Amounts withdrawn as allowable annual withdrawal amounts under a guaranteed minimum withdrawal benefit rider are generally subject to the same conditions, limitations, restrictions and all other fees, charges and adjustments, if applicable, as withdrawals otherwise made under the provisions of the Contract. However, withdrawal charges are not incurred for allowable withdrawals under the guaranteed minimum withdrawal benefit riders. See the *How the Rider Works* subsection of each guaranteed minimum withdrawal benefit rider for more information.

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

- an admittance form which shows the type of facility the Owner (or Annuitant in the case of a Non-Natural Owner) entered, and
- a bill from the nursing home which shows that the Owner (or Annuitant in the case of a Non-Natural Owner) met the 30 calendar day nursing home confinement requirement.

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

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

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

*How the Withdrawal Charge is Determined*

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

| **"Age" of Payment in Years:** | **Withdrawal Charge as a Percentage of the Purchase Payment Withdrawn** |
|---|---|
| 1 | 8% |
| 2 | 7% |
| 3 | 6% |
| 4 | 5% |
| 5 | 4% |
| 6 | 3% |
| 7 | 2% |
| 8 or more | 0% |

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

*For example:* You make an initial Purchase Payment of $10,000 in Contract Year 1 and make an additional Purchase Payment of $7,000 in Contract Year 2. With Earnings, your Contract Value in Contract Year 3 is $19,000. In Contract Year 3 you make a withdrawal of $9,000. At this point, total Purchase Payments equal $17,000, Earnings equal $2,000, and the "age" of the applicable Purchase Payments withdrawn is 3 Years. Earnings ($2,000) and 10% of all remaining Purchase Payments made ($1,700) may be withdrawn free of a withdrawal charge per Contract year. The amount of the withdrawal charge applied would be $318 ($9,000 - $2,000 - $1,700 = $5,300; $5,300 x 6% = $318).

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

**Four Year Withdrawal Charge Option**

This option allows you to reduce the withdrawal charge schedule referenced above from 7 years to 4 years. You may only purchase this option at the time your application is completed. If you purchase this option you may only make subsequent Purchase Payments during your first Contract Year. This option may not be available for certain Qualified Contracts and some broker/dealers may limit their clients from purchasing this option. Please speak with your financial professional prior to purchase.

The charge is only deducted for the first 4 Contract Years and will be deducted even if no withdrawals are made during that period. If you annuitize your Contract during the first 4 Contract Years, the charge will stop on your Annuity Date (the charge will be assessed on the Annuity Date then discontinue thereafter). This option may not otherwise be cancelled. See the *Increase in Risk Charge if an Optional Death Benefit Rider and/or Four Year Withdrawal Charge Option is Purchased* subsection below.

**Mortality and Expense Risk Charge**

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

This Risk Charge is assessed and deducted daily at an annual rate equal to 1.05% of each Subaccount's assets.

The Risk Charge will stop at the Annuity Date (the Risk Charge will be assessed on the Annuity Date then discontinue thereafter) if you select fixed annuity payments. The Risk Charge (excluding any increase for optional benefits) will continue after the Annuity Date if you choose variable annuity payments, even though we do not bear mortality risk if your Annuity Option is Period Certain Only.

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

We increase your Risk Charge if you purchase an Optional Death Benefit Rider. See **Optional Death Benefit Rider Charges** below.

**Administrative Fee**

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

The Administrative Fee is assessed and deducted daily at an annual rate equal to 0.25% of the assets of each Subaccount. This rate is guaranteed not to increase for the life of your Contract. A correlation will not necessarily exist between the actual administrative expenses attributable to a particular Contract and the Administrative Fee paid in respect of that particular Contract. The Administrative Fee will continue after the Annuity Date if you choose any variable payout option. We do not intend to realize a profit from this fee.

**Annual Fee**

We will charge you an Annual Fee of $50.00 on each Contract Anniversary prior to the Annuity Date, and at the time you withdraw your entire Net Contract Value (on a pro rated basis for that Contract Year) if your Net Contract Value is less than $50,000 on that date. The fee is not imposed on amounts you annuitize or on payment of death benefit proceeds. The fee reimburses certain costs in administering the Contracts and the Separate Account. We do not intend to realize a profit from this fee. This fee is guaranteed not to increase for the life of your Contract.

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

**Optional Death Benefit Rider Charges**

*Increase in Risk Charge if an Optional Death Benefit Rider and/or Four Year Withdrawal Charge Option is Purchased*

We increase your Risk Charge by an annual rate equal to 0.20% of each Subaccount's assets if you purchase the Stepped-Up Death Benefit II. The total Risk Charge annual rate will be 1.25% if the Stepped-Up Death Benefit II is purchased. Any increase in your Risk Charge will not continue after the Annuity Date. See **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits**.

We increase your Risk Charge by an annual rate equal to 0.45% of each Subaccount's assets if you purchase the Four Year Withdrawal Charge Option. The total Risk Charge annual rate will be 1.50% if the option is purchased. Any increase in your Risk Charge for this option will not continue after the first 4 Contract Years. On your 4th Contract Anniversary when the Four Year Withdrawal Charge Option ends, there will be a one time transfer of your Variable Account Value to reflect the 0.45% reduction in the Risk Charge. Your Variable Account Value and your Variable Investment Options will not change as a result of this transfer, and the transfer will not count towards your transfer limitations. See **HOW YOUR PURCHASE PAYMENTS ARE ALLOCATED – Transfers and Market-timing Restrictions**.

The total Risk Charge if both the Stepped-Up Death Benefit II and the Four Year Withdrawal Charge Option are purchased is 1.70%.

**Optional Rider Charges**

*The following disclosure applies to the Core Protect Plus (Single and Joint) 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. Deductions against your Variable Investment Options are made by debiting some of the Subaccount Units previously credited to your Contract.

The charge is deducted every 3 months following the Rider Effective Date ("Quarterly Rider Anniversary"). The Rider charge will be deducted while the Rider remains in effect and when the Rider terminates. The charge is deducted in arrears each Quarterly Rider Anniversary.

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

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.

If you make a full withdrawal of the amount available for withdrawal during a Contract Year, we will deduct the charge from the final payment made to you.

Once your Contract Value is zero, the Rider annual charge will no longer be deducted beginning the quarter after the Contract Value is zero. 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 Rider annual charge percentage in effect on the Rider Effective Date will not change once issued - even if an Automatic Reset under the Rider occurs. You can find more information about Protected Payment Base and an Automatic Reset for each applicable Rider in the **OPTIONAL LIVING BENEFIT RIDERS** section.

**For Contracts with applications (or Regulation 60 paperwork if a replacement) signed prior to May 1, 2019, see APPENDIX: HISTORICAL RIDER PERCENTAGES.**

*Annual Charge Percentage Table*

| Optional Living Benefit Rider | Maximum Annual Charge Percentage Under the Rider | To determine the amount to be deducted, the Annual Charge Percentage is multiplied by the: | The Charge is deducted on each: |
|---|---|---|---|
| Core Protect Plus (Single) | 2.50% | Protected Payment Base | Quarterly Rider Anniversary |
| Core Protect Plus (Joint) | 2.75% | Protected Payment Base | Quarterly Rider Anniversary |

*The following disclosure applies to the optional Riders listed in the table below.*

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. Deductions against your Variable Investment Options are made by debiting some of the Subaccount Units previously credited to your Contract. 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 Professional or contact us directly for the current annual charge percentage in effect for a particular Rider.**

| Optional Living Benefit Rider | 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 | | |
| Enhanced Income Select (Single)[1] | 2.25% | 2.00% | 1.50% | Protected Payment Base[3] | Quarterly Rider Anniversary |
| Enhanced Income Select (Joint)[1] | 2.75% | 2.50% | 2.00% | Protected Payment Base[3] | Quarterly Rider Anniversary |
| CoreIncome Advantage Select (Single) | 2.00% | 1.50% | 1.00% | Protected Payment Base[2] | Quarterly Rider Anniversary |
| CoreIncome Advantage Select (Joint) | 2.50% | 2.00% | 1.50% | Protected Payment Base[2] | Quarterly Rider Anniversary |
| CoreIncome Advantage 4 Select (Single) | 1.00% | 0.75% | 0.50% | Protected Payment Base[3] | Quarterly Rider Anniversary |
| CoreIncome Advantage 4 Select (Joint) | 1.50% | 1.25% | 1.00% | Protected Payment Base[3] | Quarterly Rider Anniversary |
| Income Access Select | 2.75% | 2.25% | 1.50% | Protected Payment Base[3] | Quarterly Rider Anniversary |
| GPA 3 Select | 2.25% | 2.00% | 1.75% | Guaranteed Protection Amount[3] | Quarterly Rider Anniversary |

1 **Enhanced Income Select Riders**. If there is a rider price increase, you can elect to opt out of the most recent price increase if the election is made within sixty (60) calendar days after your Contract Anniversary date. **Such an election will result in a reduction or termination of certain features and benefits under the riders.** You can find complete information on this opt out in the *Opt-Out – Rider Price Changes* subsection for the Enhanced Income Select Riders. See **APPENDIX: OPTIONAL RIDERS NOT AVAILABLE FOR PURCHASE**.

2 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.**

3 For Riders no longer available for purchase, the Protected Payment Base is defined, where applicable, in the *Rider Terms* subsection for each rider referenced above. See **APPENDIX: OPTIONAL RIDERS NOT AVAILABLE FOR PURCHASE.**

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 until 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 beginning the quarter after the Contract Value is zero. 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.

See **Mortality and Expense Risk Charge and Optional Death Benefit Rider Charge** for the Stepped-Up Death Benefit II and the Four Year Withdrawal Charge Option charge information.

**Premium Taxes**

A tax may be imposed at the time your Purchase Payment is made, at the time of a partial or full withdrawal, at the time any death benefit proceeds are paid, at annuitization or at such other time as taxes may be imposed ("premium tax"). **Currently, the state of New York does not impose premium taxes on the sale of this type of product.** However, future changes in facts or state law may require premium tax charges. Premium tax is charged according to the rate determined by your state of residence at the time of annuitization and tax rates ranging from 0% to 3.5% are currently in effect, but may change in the future.

If we pay any premium taxes attributable to your Contract, we will impose a similar charge against your Contract Value. We normally will charge you when you annuitize some or all of your Contract Value. We reserve the right to impose this charge for applicable premium taxes and/or other taxes when you make a full or partial withdrawal, at the time any death benefit proceeds are paid, or when those taxes are incurred. For these purposes, "premium taxes" include any state or local premium or retaliatory taxes and any federal, state or local income, excise, business or any other type of tax (or component thereof) imposed due to the purchase or annuitization of your Contract. We currently base this charge on your Contract Value, but we reserve the right to base this charge on the transaction amount, the aggregate amount of Purchase Payments we receive under your Contract, or any other amount, that in our sole discretion we deem appropriately reimburses us for premium taxes paid on this Contract.

We may also charge the Separate Account or your Contract Value for taxes attributable to the Separate Account or the Contract, including income taxes attributable to the Separate Account or to our operations with respect to the Contract, or taxes attributable, directly or indirectly, to Purchase Payments. Any such charge deducted from the Contract Value will be deducted on a proportionate basis. See **HOW YOUR PURCHASE PAYMENTS ARE ALLOCATED – Investing in Variable Investment Options** – *Calculating Subaccount Unit Values* to see how such charges are deducted from the Separate Account. **Currently, we do not impose any such charges.**

**Waivers and Reduced Charges**

We may agree to waive or reduce charges under our Contracts, in situations where selling and/or maintenance costs associated with the Contracts are reduced, such as the sale of several Contracts to the same Contract Owner(s), sales of large Contracts, sales of Contracts in connection with a group or sponsored arrangement or mass transactions over multiple Contracts.

We will only waive or reduce such charges on any Contract where expenses associated with the sale or distribution of the Contract and/or costs associated with administering and maintaining the Contract are reduced. We reserve the right to terminate waiver and reduced charge programs at any time, including for issued Contracts.

**Fund Expenses**

Your Variable Account Value reflects advisory fees, any service and distribution (12b-1) fees, and other expenses incurred by the various Funds, net of any applicable reductions and/or reimbursements. These fees and expenses are paid out of Fund assets and may vary. Each Fund is governed by its own Board of Trustees, and your Contract does not fix or specify the level of expenses of any Fund. A Fund's fees and expenses are described in detail in the applicable Fund Prospectus and SAI.

Some Investment Options available to you are "fund of funds." A fund of funds is a fund that invests in other funds in addition to other investments that the fund may make. Expenses of fund of funds Investment Options may be higher than non fund of funds Investment Options due to the two-tiered level of expenses involving both the fund-of-fund's fees and expenses as well as the proportional share of the fees and expenses of the underlying funds in which the fund-of-fund invests. See the Fund prospectuses for detailed fund expenses and other information before investing.

## ANNUITIZATION

**Selecting Your Annuitant**

When you submit your Contract application, you must choose a sole Annuitant or Joint Annuitants. You must make your choices based on the following:

- If you are buying a Non-Qualified Contract, you may choose yourself as the Annuitant, another person as the Annuitant, or you may choose Joint Annuitants. If you do not choose Joint Annuitants when your Contract is issued, you may only add a Joint Annuitant on the Annuity Date. You may choose a Contingent Annuitant only if you have a sole Annuitant (cannot have Joint Annuitants and a Contingent Annuitant at the same time). You may add or change the Contingent Annuitant prior to the Annuity Date, provided the Contingent Annuitant is not the sole surviving Annuitant. If the Contract is owned by a Non-Natural Owner, you may not designate a Contingent Annuitant.

- If you are buying a Qualified Contract, you must be the sole Annuitant. You may only add a Joint Annuitant on the Annuity Date and no Contingent Annuitant can be chosen.

No Annuitant (sole, Joint or Contingent) may be named upon or after reaching his or her $86^{th}$ birthday. We reserve the right to require proof of age or survival of the Annuitant(s).

If the sole surviving Annuitant predeceases the Owner, the Owner (or youngest Owner if there are Joint Owners) becomes the Annuitant.

**Annuitization**

Annuitization occurs on the Annuity Date when you convert your Contract from the accumulation phase to the annuitization (income) phase. You may choose both your Annuity Date and your Annuity Option. At the Annuity Date, you may elect to annuitize some or all of your Net Contract Value, less any applicable charge for premium taxes and/or other taxes, (the "**Conversion Amount**"), as long as such Conversion Amount annuitized is at least $2,000. We will send the annuity payments to the payee that you designate. You will not be able to distribute or withdraw any Contract Value amount after the Annuity Date unless you elect partial annuitization.

If you annuitize only a portion of this available Contract Value, you may have the remainder distributed, less any Contract Debt, any applicable charge for premium taxes and/or other taxes, any applicable withdrawal charge, any Annual Fee, and any applicable optional Rider charge. This option of distribution may not be available for certain types of contracts. See **WITHDRAWALS -** *Special Restrictions Under Qualified Plans* and **FEDERAL TAX ISSUES – IRAs and Qualified** Plans. Any such distribution will be made to you in a single sum if the remaining Conversion Amount is less than $2,000 on your Annuity Date. Distributions under your Contract may have tax consequences. You should consult a qualified tax advisor for information on full or partial annuitization.

If you annuitize only a portion of your Net Contract Value on your Annuity Date, you may, at that time, elect not to have the remainder of your Contract Value distributed, but instead to continue your Contract with that remaining Contract Value (a "continuing Contract"). If this option is elected, you would then choose a second Annuity Date for your continuing Contract, and all references in this Prospectus to your "Annuity Date" would, in connection with your continuing Contract, be deemed to refer to that second Annuity Date. The second Annuity Date may not be later than the date specified in the **Choosing Your Annuity Date** section of this Prospectus. You should be aware that some or all of the payments received before the second Annuity Date may be fully taxable. If you annuitize a portion of your Net Contract Value for a period certain of at least 10 years or for the life or life expectancy of the Annuitant(s), the annuitized portion will be treated as a separate Contract for the purpose of determining the taxable amount of the payments. We recommend that you contact a qualified tax advisor for more information if you are interested in this option.

Distributions made due to a request for partial annuitization are treated as withdrawals for Contract purposes and may adversely affect living benefit and optional death benefit rider benefits. Work with your financial professional prior to requesting partial annuitization.

In general, if you choose a guaranteed minimum withdrawal benefit rider, it may not be appropriate for you to annuitize the Contract before the maximum Annuity Date because the guaranteed minimum withdrawal benefit riders already provide for guaranteed income in the form of the Protected Payment Amount while also allowing for the accumulation of Contract Value and a death benefit. If you choose to annuitize the Contract before the maximum Annuity Date, you will be giving up your Contract Value, death benefit, and rider guarantees, and it is possible that the annuity payment amount will be less than the Protected Payment Amount. Nonetheless, it is possible that the income stream provided by an annuity benefit payment option (e.g.,payments for a period certain) may be more appropriate for you based on your personal circumstances and financial goals. As such, before annuitizing or selecting a payment option, you should consult with a financial professional and/or contact us at our Service Center to obtain information on what the annuity payment would be prior to annuitizing. Please note that if you annuitize, you will be unable to make withdrawals from the Contract.

**Choosing Your Annuity Date**

You should choose your Annuity Date when you submit your application or we will apply a default Annuity Date to your Contract. You may change your Annuity Date by notifying us, In Proper Form, at least 10 Business Days prior to the earlier of your current Annuity Date or your new Annuity Date. Your Annuity Date cannot be earlier than your first Contract Anniversary. Adverse federal tax consequences may result if you choose an Annuity Date that is prior to an Owner's attained age 59½. See **FEDERAL TAX ISSUES -- Impact of Federal Income Taxes**.

If you have a sole Annuitant, your Annuity Date cannot be later than the sole Annuitant's 95th birthday. If you have Joint Annuitants, your Annuity Date cannot be later than your younger Joint Annuitant's 95th birthday. Different requirements may apply as required by any applicable state law or the Code. *We may, at our sole discretion, allow you to extend your Annuity Date. We reserve the right, at any time, to not offer any extension to your Annuity Date regardless of whether we may have granted any extensions to you or to any others in the past. Some Broker/Dealers may not allow their clients to extend the Annuity Date beyond age 95.*

If you have elected a Guaranteed Withdrawal Benefit Rider, you may continue to take withdrawals under the Rider until your maximum Annuity Date. **Before annuitizing or selecting a payment option, you should consult with a financial professional and/or contact us at our Service Center to obtain information on what the annuity payment would be prior to annuitizing.**

If your Contract is a Qualified Contract, you may also be subject to additional restrictions. In order to meet the Code minimum distribution rules, your Required Minimum Distributions (RMDs) may begin earlier than your Annuity Date. For instance, under Section 401 of the Code (for Qualified Plans) and Section 408 of the Code (for IRAs), the entire interest under the Contract must be distributed to the Owner/Annuitant not later than the Owner/Annuitant's Required Beginning Date ("**RBD**"), or distributions over the life of the Owner/Annuitant (or the Owner/Annuitant and his or her Beneficiary) must begin no later than the RBD. For more information see **FEDERAL TAX ISSUES -** *Required Minimum Distributions*.

**Default Annuity Date and Options**

If you have a Non-Qualified Contract and you do not choose an Annuity Date when you submit your application, your Annuity Date will be your Annuitant's 95th birthday or your younger Joint Annuitant's 95th birthday, whichever applies. If you have a Qualified Contract and you do not choose an Annuity Date when you submit your application, your Annuity Date will be your Annuitant's 95th birthday. However, some states' laws may require a different Annuity Date. See **State Variations – ANNUITIZATION**. Certain Qualified Contracts (e.g. plans under Sections 401 and 408 of the Code) may require distributions to occur at an earlier age.

If you have not specified an Annuity Option or do not instruct us otherwise, at your Annuity Date your Net Contract Value, less any charges for premium taxes and/or other taxes, will be annuitized (if this net amount is at least $2,000) and the net amount from your Variable Account Value will be converted into a variable-dollar annuity directed to the Subaccount proportionate to your Account Value in each.

Additionally:

- If you have a Non-Qualified Contract, your default Annuity Option will be **Life with a ten year Period Certain**.
- If you have a Qualified Contract, your default Annuity Option will be **Life with a five year Period Certain** or a shorter period certain as may be required by federal regulation. If you are married, different requirements may apply. Please contact your plan administrator for further information, if applicable.
- If the net amount is less than $2,000, the entire amount will be distributed in one lump sum.

**Choosing Your Annuity Option**

You should carefully review the Annuity Options with a qualified tax advisor, and, for Qualified Contracts, reference should be made to the terms of the particular plan and the requirements of the Code for pertinent limitations regarding annuity payments, **Required Minimum Distributions** ("**RMDs**"), and other matters.

You may make 3 basic decisions about your annuity payments. First, you may choose whether you want those payments to be a fixed- dollar amount and/or a variable-dollar amount. Second, you may choose the form of annuity payments (see *Annuity Options* below). Third, you may decide how often you want annuity payments to be made (the "frequency" of the payments). You may not change these selections after the Annuity Date.

*Fixed and Variable Payment Options*

You may choose fixed annuity payments based on a fixed rate and the 2012 Individual Annuity Mortality Period Life Table with the ages set back 10 years, variable annuity payments that vary with the investment results of the Subaccounts you select, or you may choose both, converting one portion of the net amount you annuitize into fixed annuity payments and another portion into variable annuity payments.

If you select fixed annuity payments, each periodic annuity payment received will be equal to the initial annuity payment, unless you select a Joint and Survivor Life annuity with reduced survivor payments when the Primary Annuitant dies. Any net amount you convert to fixed annuity payments will be held in our General Account (but not under any fixed option).

If you select variable annuity payments, you may choose as many Variable Investment Options as you wish. The amount of the periodic annuity payments will vary with the investment results of the Variable Investment Options selected and may be more or less than a fixed payment option. After the Annuity Date, Annuity Units may be exchanged among available Variable Investment Options up to 4 times in any 12 month period. How your Contract converts into variable annuity payments is explained in more detail in **THE CONTRACTS -Variable Annuity Payment Amounts** section in the SAI. We reserve the right to limit the Subaccounts available, to change the number and frequency of exchanges and to change the number of Subaccounts you may choose. See **ADDITIONAL INFORMATION – Changes to All Contracts** section.

*Annuity Options*

Four Annuity Options are currently available under the Contract, although additional options may become available in the future. You may select either fixed or variable payment options. For other Annuity Options available through optional riders, see the **OPTIONAL LIVING BENEFIT RIDERS** section and also see the *Other Annuity Options* section below.

1. *Life Only*. Periodic payments are made to the designated payee during the Annuitant's lifetime. Payments stop when the Annuitant dies. Annuitization becomes effective when the first payment is processed. If the Annuitant dies prior to the first payment the death benefit would be calculated as described under the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section of the Prospectus and no annuity payment would be made. If the Annuitant passes away after the first payment has processed, payments will cease and there would be no death benefit.

2. *Life with Period Certain.* Periodic payments are made to the designated payee during the Annuitant's lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed from 5 through 30 years (in full years only). The guaranteed period may be limited on Qualified Contracts to comply with required minimum distribution (RMD) regulations and this option may be restricted for certain Qualified Contracts or Qualified Plans. Annuitization becomes effective when the first payment is processed. If the Annuitant dies prior to the first payment the death benefit would be calculated as described under the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section of the Prospectus and no annuity payments would be made. If the Annuitant dies after the first payment has processed, payments will continue for any remainder of the Period Certain time frame.

If a Life with Period Certain Annuity Option provides for payments of the same amount for different Periods Certain at some ages, we will assume that your selection was for the longest Period Certain available for your age.

3. *Joint and Survivor Life.* Periodic payments are made to the designated payee during the lifetime of the Primary Annuitant. After the death of the Primary Annuitant, periodic payments will continue to be made during the lifetime of the secondary Annuitant named in the election. You may choose to have the payments during the lifetime of the surviving secondary Annuitant equal 50%, 66 2/3% or 100% of the original amount payable during the lifetime of the Primary Annuitant (you must make this election when you choose your Annuity Option). If you elect a reduced payment based on the life of the secondary Annuitant, fixed annuity payments will be equal to 50% or 66 2/3% of the original fixed payment payable during the lifetime of the Primary Annuitant; variable annuity payments will be determined using 50% or 66 2/3%, as applicable, of the number of Annuity Units for each Subaccount credited to the Contract as of the date of death of the Primary Annuitant. Payments stop when both Annuitants have died. Annuitization becomes effective when the first payment is processed. If one or both Annuitants die prior to the first payment the death benefit would be calculated as described under the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section of the Prospectus and no annuity payment would be made. If both Annuitants pass away after the first payment has processed, payments will cease and there would be no death benefit.

4. *Period Certain Only*. Periodic payments are made to the designated payee, guaranteed for a specified period. You may choose to have payments guaranteed from 5 through 30 years (in full years only). Additional guaranteed time periods may become available in the future. **Before you annuitize your Contract, please contact us for additional guaranteed time period options that may be available.** The guaranteed period may be limited on Qualified Contracts to comply with required minimum distribution (RMD) regulations and this option may be restricted for certain Qualified Contracts or Qualified Plans. Annuitization becomes effective when the first payment is processed. If the Annuitant dies prior to the first payment the death benefit would be calculated as described under the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section of the Prospectus and no annuity payments would be made. If the Annuitant dies after the first payment has processed, payments will continue for any remainder of the Period Certain time frame.

Periodic payment amounts will differ based on the Annuity Option selected. Generally, the longer the possible payment period, the lower the payment amount.

Additionally, if variable payments are elected under Annuity Options 2 and 4 (Life with Period Certain and Period Certain Only, respectively), or Joint Life with Period Certain (see the *Other Annuity Options* subsection below), you may redeem all remaining guaranteed variable payments after the Annuity Date. Also, under Option 4, partial redemptions of remaining guaranteed variable payments after the Annuity Date are available. **If you elect to redeem all remaining guaranteed variable payments in a single sum, we will not make any additional annuity payments during the remaining guaranteed period after the redemption.** If Annuity Option 2 or Joint Life with Period Certain was elected and the Annuitant is alive at the end of the guaranteed period, annuity payments will resume until the Annuitant's death. The amount available upon full redemption would be the present value of any remaining guaranteed payments at the assumed investment return. Any applicable withdrawal charge will be deducted from the present value as if you made a full withdrawal, or if applicable, a partial withdrawal. For purposes of calculating the withdrawal charge and free withdrawal amount, it will be assumed that the Contract was never converted to provide annuity payments and any prior annuity payments in that Contract Year will be treated as if they were partial withdrawals from the Contract (see **CHARGES, FEES AND ADJUSTMENTS – Withdrawal Charge**). **If you have a Qualified Contract, there may be adverse tax implications if you elect to redeem any remaining variable payments in a single sum. Work with your tax advisor before making such an election.**

For example:, assume that a Contract was issued with a single investment of $10,000 and in Contract Year 4 the Owner elects to receive variable annuity payments under Annuity Option 4. In Contract Year 5, the Owner elects to make a partial redemption of $5,000. The withdrawal charge as a percentage of the Purchase Payments with an age of 5 years is 4%. Assuming the Free Withdrawal amount immediately prior to the partial redemption is $300, the withdrawal charge for the partial redemption will be $188 (($5,000 - $300) x 4% = $188). No withdrawal charge will be imposed on a redemption if:

- the Annuity Option is elected as the form of payments of death benefit proceeds, or
- the Annuitant dies before the period certain has ended and the Beneficiary requests a redemption of the variable annuity payments.

Full or partial redemptions of remaining guaranteed variable payments are explained in more detail in the SAI under **THE CONTRACTS AND THE SEPARATE ACCOUNT.**

If the Annuitant dies before the guaranteed payments under Annuity Options 2 and 4 are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity or corporation entitled to receive the remainder of the guaranteed payments:

- the Owner;
- the Joint Owner;
- the Beneficiary; or
- the Contingent Beneficiary.

If none are living (or if there is no entity or corporation entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

If any Owner dies on or after the Annuity Date, but payments have not yet been completed, then distributions of the remaining amounts payable under the Contract must be made at least as rapidly as the method of distribution that was being used at the date of the Owner's death. All of the Owner's rights granted by the Contract will be assumed by the first among the following who is (1) living; or (2) an entity or corporation entitled to assume the Owner's rights granted by the Contract:

- the Joint Owner;
- the Beneficiary; or
- the Contingent Beneficiary.

If none are living (or if there is no entity or corporation entitled to assume the Owner's rights granted by the Contract), all of the Owner's rights granted by the Contract will be assumed by the Owner's estate.

*Beneficiary of Qualified Contracts*

For Qualified Contracts, upon the death of the owner (annuitant if the contract is held as a custodial IRA), if there are any remaining guaranteed payments, we may shorten such payment period in order to ensure that payments to the beneficiary do not continue beyond the 10-year death distribution rule under IRC section 401(a)(9). In such instances, we will use the present value of any remaining guaranteed payments to determine the amount and pay out the lump sum to the designated beneficiary. For fixed payments, the present value is determined using Moody's Long-Term Corporate Bond Yield Averages less 0.75%. For variable payments, the present value is determined using the assumed investment return.

For Qualified Contracts, please refer to the **Choosing Your Annuity Date** section in this Prospectus for additional distribution requirements that may apply to these contracts. If your Contract was issued in connection with a Qualified Plan subject to Title I of the Employee Retirement Income Security Act of 1974 ("ERISA"), your spouse's consent may be required when you seek any distribution under your Contract, unless your Annuity Option is Joint and Survivor Life with survivor payments of at least 50%, and your spouse is your Joint Annuitant.

*Other Annuity Options*

Additional annuity payment options we currently offer are:

- *Life with Cash Refund (fixed only).* Periodic payments are made to the designated payee during the Annuitant's lifetime. Annuitization becomes effective when the first payment is processed. If the Annuitant dies prior to the first payment the death benefit would be calculated as described under the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section of the Prospectus and no annuity payment would be made. If the Annuitant dies after the Annuity Date and the total of all annuity payments received is less than the amount annuitized, an amount equal to the amount annuitized less the total annuity payments made, will be made in a single sum.

- *Life with Installment Refund (fixed only).* Periodic payments are made to the designated payee during the Annuitant's lifetime. If the Annuitant dies after the Annuity Date but before the total of all annuity payments made equals or exceeds the amount annuitized, annuity payments will continue to be made until the total amount of annuity payments made equals the amount annuitized; the final annuity payment may be less than the periodic annuity payment. Annuitization becomes effective when the first payment is processed. If the Annuitant dies prior to the first payment the death benefit would be calculated as described under the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section of the Prospectus and no annuity payment would be made. If the Annuitant dies and the total amount of annuity payments made is equal to or exceeds the amount annuitized, then no additional annuity payments will be made. This Annuity Option is not available for Qualified Contracts.

- *Joint Life with Cash Refund (fixed only).* Periodic payments are made to the designated payee during the lifetimes of the Primary Annuitant and Joint Annuitant. If both Annuitants die before the total of all annuity payments made equal the amount annuitized, an amount equal to the amount annuitized, less total annuity payments made under the Contract, will be made in a single sum. Annuitization becomes effective when the first payment is processed. If one or both Annuitants die prior to the first payment the death benefit would be calculated as described under the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section of the Prospectus and no annuity payment would be made. If both Annuitants die and the total amount of annuity payments made under the Contract is equal to or exceeds the amount annuitized, then no additional lump sum or annuity payments will be paid. This option may be restricted for certain Qualified Contracts or Qualified Plans.

- *Joint Life with Installment Refund (fixed only).* Periodic Payments are made to the designated payee during the lifetimes of the Primary Annuitant and Joint Annuitant. If both Annuitants die before the total of all annuity payments made equals or exceeds the amount annuitized, annuity payments will continue to be made until the total amount of annuity payments made equals the amount annuitized; the final annuity payment may be less than the periodic annuity payment. Annuitization

becomes effective when the first payment is processed. If one or both Annuitants die prior to the first payment the death benefit would be calculated as described under the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section of the Prospectus and no annuity payment would be made. If both Annuitants die and the total amount of annuity payments made under the Contract is equal to or exceeds the amount annuitized, then no additional annuity payments will be paid. This Annuity Option is not available for Qualified Contracts.

- *Joint Life with Period Certain (fixed or variable).* Periodic payments are made to the designated payee during the Primary Annuitant's lifetime, with payments guaranteed for a specified period. After the death of the Primary Annuitant, periodic payments will continue to be made during the lifetime of the secondary Annuitant named in the election or until the end of the period certain period, whichever is later. You may choose to have payments guaranteed from 5 through 30 years (in full years only). The guaranteed period may be limited on Qualified Contracts to comply with required minimum distribution (RMD) regulations and this option may be restricted for certain Qualified Contracts and Qualified Plans. Annuitization becomes effective when the first payment is processed. If one or both Annuitants die prior to the first payment the death benefit would be calculated as described under the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section of the Prospectus and no annuity payment would be made. If both Annuitants die after the first payment has been processed, payments will continue for any remainder of the Period Certain time frame.

We may discontinue offering any of the additional Annuity Options referenced above or add additional Annuity Options in the future. If we discontinue offering or add additional Annuity Options, we will amend this Prospectus to reflect any changes.

**Your Annuity Payments**

*Frequency of Payments*

You may choose to have annuity payments made monthly, quarterly, semi-annually, or annually. The variable payment amount will be determined in each period on the date corresponding to your Annuity Date, and payment will be made on the next Business Day.

Your initial annuity payment must be at least $20. Depending on the amount you annuitize, this requirement may limit your options regarding the period and/or frequency of annuity payments.

*Amount of the First Payment*

Your Contract contains tables that we use to determine the amount of the first annuity payment under your Contract, taking into consideration the annuitized portion of your Net Contract Value at the Annuity Date. This amount will vary, depending on the annuity period and payment frequency you select. This amount will be larger in the case of shorter Period Certain annuities and smaller for longer Period Certain annuities. Similarly, this amount will be greater for a Life Only annuity than for a Joint and Survivor Life annuity, because we will expect to make payments for a shorter period of time on a Life Only annuity. If you do not choose the Period Certain Only annuity, this amount will also vary depending on the age of the Annuitant(s) on the Annuity Date and, for some Contracts, the sex of the Annuitant(s).

For fixed annuity payments, the guaranteed income factors in our tables are based on an annual interest rate of 1.0% and the 2012 Individual Annuity Mortality Period Life Table with the ages set back 10 years. If you elect a fixed annuity, fixed annuity payments will be based on the periodic income factors in effect for your Contract on the Annuity Date which are at least the guaranteed income factors under the Contract.

For variable annuity payments, the tables are based on an assumed annual investment return of 4% and the 2012 Individual Annuity Mortality Period Life Table with the ages set back 10 years. If you elect a variable annuity, your initial variable annuity payment will be based on the applicable variable annuity income factors in effect for your Contract on the Annuity Date which are at least the variable annuity income factors under the Contract. You may choose any other Annuity Option we may offer on the option's effective date. A higher assumed investment return would mean a larger first variable annuity payment and a lower assumed investment return would mean a lower first variable annuity payment. However, subsequent payments would increase only when actual net investment performance exceeds the assumed rate and would fall when actual net investment performance is less than the assumed rate. If the actual net investment performance is a constant 4% annually, annuity payments will be level. The assumed investment return is explained in more detail in the SAI under **THE CONTRACTS – Variable Annuity Payment Amounts.**

## DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS

**Death Benefits**

Death benefit proceeds may be payable before the Annuity Date upon the death of any Contract Owner or any Annuitant in the case of a Non-Natural Owner, while the Contract is in force. Any death benefit payable will be calculated on the "Notice Date", which is the Business Day on which we receive, In Proper Form, proof of death and instructions regarding payment of death benefit proceeds. If a Contract has multiple Beneficiaries, death benefit proceeds will be calculated when we first receive proof of death and instructions, In Proper Form, from any Beneficiary. The death benefit proceeds still remaining to be paid to other Beneficiaries will fluctuate with the performance of the underlying Investment Options.

*Death Benefit Proceeds*

Death benefit proceeds will be payable on the Notice Date. Such proceeds will be reduced by any Contract Debt and if proceeds are used to purchase an Annuity Option from us, any charge for premium taxes and/or other taxes. The death benefit proceeds may be payable in a single sum, as an Annuity Option available under the Contract, towards the purchase of any other Annuity Option we then offer, or in any other manner permitted by the IRS and approved by us. The Owner's spouse may continue the Contract (see **Death Benefits** – *Spousal Continuation*). In addition, there may be legal requirements that limit the recipient's Annuity Options and the timing of any payments. State unclaimed property regulations may shorten the amount of time a recipient has to make a death benefit election. A recipient should consult a qualified tax advisor before making a death benefit election.

The death benefit proceeds will be paid to the first among the following who is (1) living; or (2) an entity or corporation entitled to receive the death benefit proceeds, in the following order:

- Joint Owner (if the Joint Owner is living at the time of the Owner's death but dies prior to the claim being paid, the proceeds will be paid to the Joint Owner's Estate),
- Beneficiary, or
- Contingent Beneficiary.

If a contract has Joint Owners, and the surviving Joint Owner dies before the Notice Date, the death benefit proceeds will be paid to the Beneficiary or Contingent Beneficiary. If none are living (or if there is no entity or corporation entitled to receive the death benefit proceeds), the proceeds will be payable to the Owner's Estate.

*Death Benefit Amount*

We calculate the Death Benefit Amount as of the Notice Date and the death benefit proceeds will be paid in accordance with the *Death Benefit Proceeds* section above.

Here are a few definitions regarding the Death Benefit Amount:

**Total Adjusted Purchase Payments** – The sum of all Purchase Payments made to the Contract, reduced by a Pro Rata Reduction for each prior withdrawal. This amount may be adjusted if there is an Owner change as described below.

**Pro Rata Reduction** – The reduction percentage that is calculated at the time of a withdrawal by dividing the amount of the withdrawal (including any applicable withdrawal charges) by the Contract Value immediately prior to the withdrawal. **The reduction made, when the Contract Value is less than the sum of all Purchase Payments made into the Contract, may be greater than the actual amount withdrawn.**

The Death Benefit Amount as of any Business Day before the Annuity Date is equal to the greater of:

- your Contract Value as of that day, or
- the Total Adjusted Purchase Payments.

If there is an Owner change to someone other than the previous Owner's spouse, to a Trust or non-natural entity where the Owner and Annuitant *are not* the same person prior to the Owner change, or if an Owner is added that is not the Owner's spouse, the Total Adjusted Purchase Payments on the effective date of the Owner Change ("Change Date") will be reset to the lesser of:

- the Contract Value as of the Change Date, or
- the Total Adjusted Purchase Payments as of the Change Date.

After the Change Date, the Total Adjusted Purchase Payments will be increased by any Purchase Payments made after the Change Date and will be reduced by a Pro Rata Reduction for any withdrawals made after the Change Date. **An Owner change to a Trust or non-natural entity where the Owner and the Annuitant are the same person prior to the Owner change, will not trigger a reset.**

See **APPENDIX: STEPPED-UP DEATH BENEFIT AND STEPPED-UP DEATH BENEFIT II SAMPLE CALCULATIONS**.

*Spousal Continuation*

Generally, a sole designated recipient who is the Owner's spouse may elect to become the Owner (and sole Annuitant if the deceased Owner had been the Annuitant) and continue the Contract until the earliest of the spouse's death, or the Annuity Date, except in the case of a Qualified Contract issued under section 403 of the Code. The spousal continuation election must be made by the fifth anniversary of the death of the Contract Owner for Non-Qualified Contracts, or by December 31 of the calendar year in which the fifth anniversary of the Contract Owner's death falls for Qualified Contracts. On the Notice Date, if the surviving spouse is deemed to have continued the Contract, we will set the Contract Value equal to the death benefit proceeds that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit proceeds.

This "Add-In Amount" is the difference between the Contract Value and the death benefit proceeds that would have been payable. The Add-In Amount will be added to the Contract Value on the Notice Date. There will not be an adjustment to the Contract Value if

the Contract Value is equal to or greater than the death benefit proceeds as of the Notice Date. The Add-In Amount will be allocated among Investment Options in accordance with the current allocation instructions for the Contract and may be, under certain circumstances, considered earnings. The Add-In Amount is not treated as a new Purchase Payment.

A Joint Owner who is the designated recipient, but not the Owner's spouse, may not continue the Contract. Under IRS Guidelines, once a surviving spouse continues the Contract, the Contract may not be continued again in the event the surviving spouse remarries. If you have purchased an optional living benefit Rider, please refer to the Rider attached to your Contract to determine how any guaranteed amounts may be affected when a surviving spouse continues the Contract.

*Example:* On the Notice Date, the Owner's surviving spouse elects to continue the Contract. On that date, the death benefit proceeds were $100,000 and the Contract Value was $85,000. Since the surviving spouse elected to continue the Contract in lieu of receiving the death benefit proceeds, we will increase the Contract Value by an Add-In Amount of $15,000 ($100,000 - $85,000 = $15,000). If the Contract Value on the Notice Date was $100,000 or higher, then nothing would be added to the Contract Value.

The continuing spouse is subject to the same fees, charges and expenses applicable to the deceased Owner of the Contract.

*Death of Annuitant*

If an Annuitant (who is not an Owner) dies and there is a surviving Joint Annuitant, the surviving Joint Annuitant becomes the Annuitant. If there is no surviving Joint Annuitant but there is a Contingent Annuitant, the Contingent Annuitant becomes the Annuitant. If there is no surviving Joint Annuitant or Contingent Annuitant, the youngest Owner becomes the Annuitant, provided that the Owner is not a Non-Natural Owner. No death benefit will be paid, except as otherwise provided under the *Death Benefit Proceeds* section.

*Death of Owner*

If any Owner dies before the Annuity Date, the amount of the death benefit will be equal to the *Death Benefit Amount* as of the Notice Date and will be paid in accordance with the *Death Benefit Proceeds* section and in accordance with the federal income tax distribution at death rules discussed in the **FEDERAL TAX ISSUES –** *Contract Owner's Estate* section.

*Non-Natural Owner*

If you are a Non-Natural Owner of a Contract other than a Contract issued under a Qualified Plan as defined in Section 401 or 403 of the Code, the Annuitant (either Annuitant if there are Joint Annuitants) will be treated as the Owner of the Contract for purposes of the Non-Qualified Contract Distribution Rules. If there are Joint or Contingent Annuitants, the death benefit proceeds will be payable on proof of death of the first annuitant. If there is a change in the Primary Annuitant prior to the Annuity Date, such change will be treated as the death of the Owner (however, under the terms of your Contract, you cannot change the Primary Annuitant). The Death Benefit Amount will be: (a) the Contract Value, if the Non-Natural Owner elects to maintain the Contract and reinvest the Contract Value into the contract in the same amount as immediately prior to the distribution; or (b) the Contract Value, less any Annual Fee, withdrawal charge and charges for premium taxes and/or other taxes, if the Non-Natural Owner elects a cash distribution and will be paid in accordance with the *Death Benefits Proceeds* section and in accordance with the federal income tax distribution at death rules discussed in the **FEDERAL TAX ISSUES-** *Non-Natural Persons as Owners* section.

*Non-Qualified Contract Distribution Rules*

The Contract is intended to comply with all applicable provisions of Code Section 72(s) and any successor provision, as deemed necessary by us to qualify the Contract as an annuity contract for federal income tax purposes. If an Owner of a Non-Qualified Contract dies before the Annuity Date, distribution of the death benefit proceeds must begin within 1 year after the Owner's death or complete distribution within 5 years after the Owner's death. In order to satisfy this requirement, the designated recipient must receive a final lump sum payment by the 5th anniversary of the Contract Owner's death, or elect to receive an annuity for life or over a period that does not exceed the life expectancy of the designated recipient with annuity payments that start within 1 year after the Owner's death or, if permitted by the IRS, elect to receive a systematic distribution over a period not exceeding the Beneficiary's life expectancy using a method that would be acceptable for purposes of calculating the minimum distribution required under section 401(a)(9) of the Code. If an election to receive an annuity is not made within 60 calendar days of our receipt of proof, In Proper Form, of the Owner's death or, if earlier, 60 calendar days (or shorter period as we permit) prior to the 1st anniversary of the Owner's death, the option to receive annuity payments is no longer available. If a Non-Qualified Contract has Joint Owners, this requirement applies to the first Contract Owner to die.

The Owner may designate that the Beneficiary will receive death benefit proceeds in a lump sum, or through annuity payments for life, life with period certain, period certain only, or a scheduled payout option. Any life with period certain or period certain only option may not exceed the life expectancy of the Beneficiary. The Owner must designate the payment method in writing in a form acceptable to us. The Owner may revoke the designation only in writing and only in a form acceptable to us. Once the Owner dies, the Beneficiary cannot change or revoke the Owner's instructions regarding the payment of death benefit proceeds.

*Qualified Contract Distribution Rules*

Under Treasury regulations and our administrative procedures, if the Contract is owned under a Qualified Plan as defined in Sections 401, 403, 408, or 408A of the Code distributions to the Beneficiary must satisfy the Required Minimum Distribution (RMD) rules of

Code Section 401(a)(9). Please see the *Required Minimum Distributions for Beneficiaries* within the *Federal Tax Information* section for more information

The Owner may designate that the Beneficiary will receive death benefit proceeds in a lump sum, or through annuity payments period certain only. Period certain only Annuity Options may be limited. The Owner must designate the payment method in writing in a form acceptable to us. The Owner may revoke the designation only in writing and only in a form acceptable to us. Once the Owner dies, the Beneficiary cannot change or revoke the Owner's instructions regarding the payment of death benefit proceeds.

You are responsible for monitoring distributions that must be taken to meet IRS guidelines.

***Stepped-Up Death Benefit II***

This optional Rider offers you the ability to lock in market gains for your beneficiaries with a stepped-up death benefit, which is the highest Contract Value on any previous Contract Anniversary (prior to the oldest Owner's (or oldest Annuitant's in the case of a Non-Natural Owner) 81st birthday) increased by the amount of additional Purchase Payments and decreased by withdrawals that you make.

*Purchasing the Rider*

You may purchase this optional Rider at the time your application is completed and before your Contract is issued. You may not purchase this Rider after the Contract Date. This Rider may only be purchased if the age of each Owner and Annuitant is 75 or younger on the Contract Date. An Owner change may only be elected if the age of any new Owner is 75 years or younger on the effective date of the Owner change (see the *Owner Change* subsection below). The rider charge is assessed and deducted daily as a percentage of your average daily Variable Account Value and will increase your Risk Charge. See the **FEE TABLE** and **Optional Death Benefit Rider Charges** subsection for more information.

*How the Rider Works*

Here are a few definitions regarding the Death Benefit Amount:

**Total Adjusted Purchase Payments** – The sum of all Purchase Payments made to the Contract, reduced by a Pro Rata Reduction for each prior withdrawal. This amount may be adjusted if there is an Owner change as described below.

**Pro Rata Reduction** – The reduction percentage that is calculated at the time of a withdrawal by dividing the amount of the withdrawal (including any applicable withdrawal charges) by the Contract Value immediately prior to the withdrawal. **The reduction made, when the Contract Value is less than the Total Adjusted Purchase Payments made into the Contract, may be greater than actual amount withdrawn.**

If you purchase this Rider, upon the death of any Owner (or any Annuitant in the case of a Non-Natural Owner), prior to the Annuity Date, the death benefit proceeds will be equal to the greater of (a) or (b) below:

(a) the Death Benefit Amount (as of the Notice Date) as described in the Death Benefit Amount section above.

(b) the Guaranteed Minimum Death Benefit Amount as of the Notice Date.

The actual Guaranteed Minimum Death Benefit Amount is calculated only when death benefit proceeds become payable as a result of the death of any Owner (or any Annuitant in the case of a Non-Natural Owner), prior to the Annuity Date. The Guaranteed Minimum Death Benefit Amount may be different if an Owner change occurs (see the *Owner Change* subsection below).

First we calculate what the Death Benefit Amount would have been as of your first Contract Anniversary and each subsequent Contract Anniversary that occurs before death benefit proceeds become payable and before the oldest Owner (or oldest Annuitant in the case of a Non-Natural Owner) reaches his or her 81st birthday (each of these Contract Anniversaries is a "Milestone Date").

We then adjust the Death Benefit Amount for each Milestone Date by:

- adding the aggregate amount of any Purchase Payments received by us since the Milestone Date, and
- subtracting a Pro Rata Reduction for each withdrawal that has occurred since that Milestone Date. **The reduction made, when the Contract Value is less than aggregate Purchase Payments made into the Contract, may be greater than the actual amount withdrawn.**

The highest of these adjusted Death Benefit Amounts for each Milestone Date, as of the Notice Date, is your Guaranteed Minimum Death Benefit Amount if you purchase this Rider and no Owner change occurred as outlined in the *Owner Change* subsection below. **Calculation of any actual Guaranteed Minimum Death Benefit Amount is only made once death benefit proceeds become payable under your Contract.**

*Owner Change*

If there is an Owner change to someone other than the previous Owner's spouse, to a Trust or non-natural entity where the Owner and Annuitant are not the same person prior to the Owner change, or if an Owner is added that is not the Owner's spouse, the Guaranteed

Minimum Death Benefit Amount will be reset to equal the Total Adjusted Purchase Payments amount (under the Death Benefit Amount) on the effective date of the Owner change (the "**Change Date**"). **An Owner change to a Trust or non-natural entity where the Owner and the Annuitant are the same person prior to the Owner change, will not trigger a reset.**

On each Contract Anniversary after the Change Date and before the oldest Owner (annuitant in the case of a Non-Natural Owner) reaches his or her 81st birthday (each of these Contract Anniversaries is a "Milestone Date"), we recalculate the Death Benefit Amount for each Milestone Date and set it equal to the greater of:

- the Contract Value on that Contract Anniversary, or
- the Total Adjusted Purchase Payments on the Change Date.

We then adjust the Death Benefit Amount for each Milestone Date by:

- adding the aggregate amount of Purchase Payments received by us since that Milestone Date, and
- subtracting a Pro Rata Reduction for each withdrawal that has occurred since that Milestone Date.

The highest of these adjusted Death Benefit Amounts for each Milestone Date, as of the Notice Date, is your Guaranteed Minimum Death Benefit Amount if you purchase this Rider. **Calculation of any actual Guaranteed Minimum Death Benefit Amount is only made once death benefit proceeds become payable under your Contract.**

Any death benefit paid under this Rider will be paid in accordance with the Death Benefit Proceeds section above.

See **APPENDIX: DEATH BENEFIT AMOUNT AND STEPPED-UP DEATH BENEFIT II SAMPLE CALCULATIONS.**

*Termination*

The Rider will remain in effect until the earlier of:

- the date you reduce your Contract Value to zero (0) through a withdrawal,
- the date death benefit proceeds become payable under the Contract (unless Spousal Continuation is elected),
- the date the Contract is terminated in accordance with the provisions of the Contract, or
- the Annuity Date.

The Rider may not otherwise be cancelled.

## WITHDRAWALS

### Optional Withdrawals

You may, on or prior to your Annuity Date, withdraw all or a portion of the amount available under your Contract while the Owner (or Annuitant in the case of a Non-Natural Owner) is living and your Contract is in force. You may surrender your Contract and make a full withdrawal at any time. If you surrender your Contract it will be terminated as of the Effective Date of the withdrawal. You may request to withdraw a specific dollar amount or a specific percentage of an Account Value or your Net Contract Value. You may choose to make your withdrawal from specified Investment Options. If you do not specify Investment Options, your withdrawal will be made from all of your Investment Options proportionately.

Each partial withdrawal must be for $500 or more. Pre-authorized partial withdrawals must be at least $250, except for pre-authorized withdrawals distributed by Electronic Funds Transfer (EFT), which must be at least $100. If your partial withdrawal from an Investment Option would leave a remaining Account Value in that Investment Option of less than $500, we also reserve the right, at our option and with prior written notice, to transfer that remaining amount to your other Investment Options on a proportionate basis relative to your most recent allocation instructions.

If your partial withdrawal leaves you with a Net Contract Value of less than $1,000, or if your partial withdrawal request is for an amount exceeding the amount available for withdrawal, as described in the *Amount Available for Withdrawal* section below, we have the right, at our option, to terminate your Contract and send you the withdrawal proceeds. However, we will not terminate your Contract if a partial withdrawal reduces the Net Contract Value to an amount less than $1,000 and there is a withdrawal benefit rider in effect. Partial withdrawals from any fixed option in any Contract Year may be subject to restrictions, such as an Investment Option offered through the General Account under the DCA Plus program.

Amounts transferred or withdrawn from any fixed option may be delayed under extraordinary circumstances. See **ADDITIONAL INFORMATION – Timing of Payments and Transactions**.

Distributions made due to divorce instructions or under Code Section 72(t)/72(q) (substantially equal periodic payments) are treated as withdrawals for Contract purposes and may result in a withdrawal charge assessment.

*Amount Available for Withdrawal*

The amount available for withdrawal is your Net Contract Value (Contract Value less Contract Debt) at the end of the Business Day on which your withdrawal request is effective, less any applicable Annual Fee, optional Rider Charges, withdrawal charge, and any charge for premium taxes and/or other taxes. The amount we send to you (your "withdrawal proceeds") will also reflect any required or requested federal and state income tax withholding. See **FEDERAL TAX ISSUES** and **THE GENERAL ACCOUNT**. If you own the Core Protect Plus (Single and Joint), Enhanced Income Select (Single and Joint), CoreIncome Advantage 4 Select (Single and Joint), and CoreIncome Advantage Select (Single and Joint) Riders, taking a withdrawal before the youngest Designated Life is age of 59 ½ (Enhanced Income Select Single and Joint, CoreIncome Advantage 4 Select Single and Joint) or 65 (CoreIncome Advantage Select Single and Joint, Core Protect Plus Single and Joint) or a withdrawal that is greater than the allowed annual withdrawal amount under a rider, may result in adverse consequences such as a reduction in rider benefits, failure to receive lifetime withdrawals under the rider, or termination of the rider. If you own a death benefit rider, taking a withdrawal will reduce the benefits provided by the rider.

You assume investment risk on Purchase Payments in the Subaccounts. As a result, the amount available to you for withdrawal from any Subaccount may be more or less than the total Purchase Payments you have allocated to that Subaccount.

*Withdrawals Free of a Withdrawal Charge*

Subject to the amount available for withdrawal provisions described above, during a Contract Year you may withdraw your Earnings plus your "eligible Purchase Payments" without incurring a withdrawal charge. Eligible Purchase Payments include 10% of all remaining Purchase Payments at the beginning of a Contract Year that have an "age" of less than 8 years (less than 5 years if you purchased the Four Year Withdrawal Charge Option), plus 10% of any Purchase Payments received during the Contract Year plus 100% of any remaining Purchase Payments that have an age of 8 years or more (5 years or more if you purchased the Four Year Withdrawal Charge Option). Our calculations of the withdrawal charge deduct this "free 10%" from your "oldest" Purchase Payment that is still subject to the withdrawal charge. Withdrawals of mandatory required distributions from certain Qualified Plans and the maximum annual withdrawal amount allowed under a living benefit rider count towards the calculation of the free withdrawal amount for a Contract Year. Any portion of your eligible Purchase Payments not withdrawn during a Contract Year may not be carried over to the next Contract Year.

*For example:*: You make an initial Purchase Payment of $10,000 in Contract Year 1, and make additional Purchase Payments of $1,000 and $6,000 in Contract Year 2. With Earnings, your Contract Value in Contract Year 3 is $19,000. In Contract Year 3, you may withdraw $3,700 free of the withdrawal charge (your remaining Purchase Payments were $17,000, so 10% of that total equals $1,700, plus you had $2,000 of Earnings). After this withdrawal, your Contract Value is $15,300. In Contract Year 4, your Contract Value falls to $12,500; you may withdraw $1,530 (10% of $15,300; $15,300 represents the remaining Purchase Payments) free of any withdrawal charges.

The free 10% may also apply to redemptions made after the Annuity Date. See **ANNUITIZATION – Choosing Your Annuity Option** – *Annuity Options* for Free Withdrawal amounts that apply to redemptions after the Annuity Date.

Qualified Contracts have special restrictions on withdrawals. For purposes of determining the free withdrawal amounts, withdrawal of mandatory required distributions from certain Qualified Contracts are included within the calculations. For additional information, see *Special Restrictions Under Qualified Plans* below.

*Pre-Authorized Withdrawals*

If your Contract Value is at least $5,000, you may select the pre-authorized withdrawal option, and you may choose monthly, quarterly, semi-annual or annual withdrawals. Currently, we are not enforcing the minimum Contract Value amount but we reserve the right to enforce the minimum amount in the future. We will provide at least a 30 calendar day prior notice before we enforce the minimum Contract Value amount. Each withdrawal must be for at least $250, except for withdrawals distributed by Electronic Funds Transfer (EFT), which must be at least $100. Each pre-authorized withdrawal is subject to federal income tax on its taxable portion and may be subject to a tax penalty of 10% if you have not reached age 59½. Pre-authorized withdrawals cannot be used to continue the Contract beyond the Annuity Date. See **FEDERAL TAX ISSUES** and **THE GENERAL ACCOUNT**. Additional information and options are set forth in the **Pre-Authorized Withdrawals** section of the SAI. If you have a guaranteed minimum withdrawal benefit rider in effect, pre-authorized withdrawals cannot take place on your Contract Anniversary.

*Special Requirements for Withdrawals and Payments to Third Party Payees*

Withdrawals may not be directed to individual third-party payees. If you wish to have a full or partial withdrawal check made payable to a third-party payee that is a financial institution, trust, or charity, you must provide complete instructions and the request may require an original signature and/or signature guarantee.

*Special Restrictions Under Qualified Plans*

Qualified Plans may have additional rules regarding withdrawals from a Contract purchased under such a Plan. In general, if your Contract was issued under certain Qualified Plans, *you may not withdraw amounts* attributable to contributions made pursuant to a salary reduction agreement (as defined in Section 402(g)(3)(A) of the Code) or to transfers from a custodial account (as defined in Section 403(b)(7) of the Code) *except* in cases of your:

- severance from employment,
- death,
- disability as defined in Section 72(m)(7) of the Code,
- distributions upon termination of a Qualified Plan,
- reaching age 59½, or
- hardship as defined for purposes of Section 401 of the Code.

These limitations do not affect certain rollovers or exchanges between Qualified Plans, and do not apply to rollovers from these Qualified Plans to an individual retirement account or individual retirement annuity. In the case of a 403(b) plan, these limitations do not apply to certain salary reduction contributions made, and investment results earned, prior to dates specified in the Code.

Hardship withdrawals under the exception provided above are restricted to amounts attributable to salary reduction contributions, and do not include investment results. This additional restriction does not apply to salary reduction contributions made, or investment results earned, prior to dates specified in the Code.

Certain distributions, including rollovers, may be subject to mandatory withholding of 20% for federal income tax and to an additional tax of 10% if the distribution is not transferred directly to the trustee of another Qualified Plan, or to the custodian of an individual retirement account or issuer of an individual retirement annuity. See **FEDERAL TAX ISSUES -** *Tax Withholding for Qualified Contracts*. Distributions may also trigger withholding for state income taxes. The tax and ERISA rules relating to withdrawals from Contracts issued to Qualified Plans are complex. We are not the administrator of any Qualified Plan. You should consult your qualified tax advisor and/or your Plan Administrator before you withdraw any portion of your Contract Value.

*Effective Date of Withdrawal Requests*

Withdrawal requests we receive before the close of New York Stock Exchange, which usually closes at 4:00 p.m. Eastern time, will be effective at the end of the same Business Day that we receive them In Proper Form unless the transaction or event is scheduled to occur on another Business Day. Withdrawal requests received on or after the close of New York Stock Exchange will be effective on the following Business Day. We will normally send the proceeds within 7 calendar days after your request is effective. See **ADDITIONAL INFORMATION - Timing of Payments and Transactions**. If a Purchase Payment is made by check and you submit a withdrawal request immediately afterwards, we may hold the check and the payment of any withdrawal proceeds may be delayed until we receive confirmation in our Service Center that your check has cleared. In general, a delay of the payment of withdrawal proceeds during the check hold period will not exceed ten Business Days after we receive your withdrawal request In Proper Form. If we delay the payment of withdrawal proceeds during the check hold period, we will calculate the value of your withdrawal proceeds as of the end of the Business Day we received your withdrawal request In Proper Form.

**Tax Consequences of Withdrawals**

All withdrawals, including pre-authorized withdrawals, will generally have federal income tax consequences, which could include tax penalties. **You should consult with a qualified tax advisor before making any withdrawal or selecting the pre-authorized withdrawal option.** See **FEDERAL TAX ISSUES -** *10% Tax Penalty for Early Withdrawals*.

**Right to Cancel ("Free Look")**

You may return your Contract for cancellation and a refund during your Free Look period. Your Free Look period is the 10-calendar day period beginning on the calendar day you receive your Contract. If you are replacing another annuity contract or life insurance policy, the Free Look period ends 60 calendar days after you receive your Contract.

The amount of your refund may be more or less than the Purchase Payments you have made. If a Purchase Payment is made by check other than a cashier's check, we may hold the check and the payment of any refund during the "Right to Cancel" period may be delayed until we receive confirmation in our Service Center that your check has cleared. If you return your Contract and provide cancellation instructions and it is post-marked during the Free Look period, it will be cancelled as of the date we receive your Contract and cancellation instructions In Proper Form. You will then receive a refund of your Contract Value, based upon the next determined Accumulated Unit Value (AUV) after we receive your Contract for cancellation, plus a refund of any amount that may have been deducted as Contract fees, charges, and taxes if any. Your refund amount may be subject to income tax consequences, which include tax penalties. You should consult with a qualified tax advisor before cancelling your Contract for a refund.

If your Contract was issued as an IRA and you return your Contract within 7 calendar days after you receive it, we will return the greater of your Purchase Payments (less any withdrawals made) or the Contract Value, plus any amount that may have been deducted as Contract fees and charges.

Your Purchase Payments are allocated to the Investment Options you indicated on your application, unless otherwise required by state law. If state law requires that your Purchase Payments must be allocated to Investment Options different than you requested, we will comply with state requirements. At the end of the Free Look period, we will allocate your Purchase Payments based on your allocation instructions.

You will find a complete description of the Free Look period and amount to be refunded that applies to your Contract on the Contract's cover page.

## OPTIONAL LIVING BENEFIT RIDERS

### General Information

*Optional riders are subject to availability (including state availability) and may be discontinued for purchase at any time. If we decide to discontinue offering an optional rider, we will amend this Prospectus. Before purchasing any optional rider, make sure you understand all of the terms and conditions and consult with your financial professional for advice on whether an optional rider is appropriate for you. We reserve the right to only allow the purchase of an optional living benefit rider at Contract issue and will give prior written notice and amend the Prospectus to reflect such a change. 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, and you will not be able to increase your Contract Value or increase any protected amounts under your optional living benefit rider by making additional Purchase Payments into your Contract. We may reject or restrict additional Purchase Payments to help protect our ability to provide the guarantees under these riders (for example, changes in current economic factors or general market conditions). If we decide to no longer accept Purchase Payments, we will provide at least 30 calendar days advance written notice. 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. There are currently no Optional Living Benefits available for purchase.

**You can find complete information about each 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 calendar days after the Contract Date or, if available, within 60 calendar 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. You can find complete purchasing and eligibility information about each optional Rider in the *Purchasing Your Rider* subsection of each Rider.

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, the failure to receive lifetime withdrawals under a Rider, or termination of the Rider. If you would like to make an excess withdrawal and are uncertain how an excess withdrawal will reduce your future guaranteed withdrawal amounts, then you may contact us prior to requesting the withdrawal to obtain a personalized, transaction specific calculation showing the effect of the excess withdrawal.

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 calendar 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 calendar day period. We reserve the right to refuse a Reset/Step-Up request after the 60 calendar 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 calendar day period in which a Reset/Step-Up may be elected.

Some broker/dealers may limit their clients from purchasing some living benefit riders based upon the client's age or other factors. You should work with your financial professional to decide whether a living benefit 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 professional before taking a loan.

**Work with your financial professional 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 a living benefit rider prior to purchase.**

**Living benefit riders have investment allocation requirements. By adding an optional living benefit rider to your Contract, you agree to the investment allocation requirements for the entire period that you own a rider. These requirements may limit the number of Investment Options that are otherwise available to you under your Contract. You can find the requirements in the Living Benefit Investment Allocation Requirements section of the APPENDIX: INVESTMENT OPTIONS AVAILABLE UNDER THE CONTRACT.**

*Multiple Rider Ownership*

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

**When you elect an exchange, you are terminating your existing Rider and purchasing a new Rider. The Initial Protected Payment Base 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 and any applicable Protected Payment Amount, Enhanced Income Amount and remaining balance of the annual Protected Payment Amount that may be applied. In other words, your existing Protected Bases 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 and lifetime income age requirements that may differ between the Riders listed above. Work with your financial professional prior to electing an exchange.**

*Optional Riders Not Available for Purchase*

The CoreIncome Advantage Select (Single and Joint), Enhanced Income Select (Single), Enhanced Income Select (Joint), Core Protect Plus (Single and Joint), CoreIncome Advantage 4 Select (Single), CoreIncome Advantage 4 Select (Joint), Guaranteed Protection Advantage 3 Select and Income Access Select Riders are no longer available for purchase. If you purchased one of these Riders, you will find more information about the Rider in **APPENDIX: OPTIONAL RIDERS NOT AVAILABLE FOR PURCHASE.**

## PACIFIC LIFE & ANNUITY, PACIFIC LIFE, AND THE SEPARATE ACCOUNT

*Pacific Life & Annuity Company (PL&A)*

PL&A is a life insurance company domiciled in Arizona. Our operations include life insurance, annuity and institutional products and various other insurance products and services.

Our executive office is located at 700 Newport Center Drive, Newport Beach, California 92660.

Our affiliate, Pacific Select Distributors, LLC (PSD), serves as the principal underwriter (distributor) for the Contracts. PSD is located at 700 Newport Center Drive, Newport Beach, California 92660. We and PSD enter into selling agreements with broker-dealers whose financial professionals are authorized by the Superintendent of the New York State Department of Financial Services to sell the Contracts.

We may provide you with reports of our ratings as in insurance company and as to our claims paying ability with respect to our General Account assets.

*Pacific Life*

Pacific Life Insurance Company administers the policies sold under this Prospectus. Pacific Life's executive office is located at 700 Newport Center Drive, Newport Beach, California 92660.

*Separate Account A*

Separate Account A is a separate account of ours, and is registered with the SEC under the Investment Company Act of 1940 (the "1940 Act"), as a type of investment company called a "unit investment trust."

Obligations arising under your Contract are our general corporate obligations. We are also the legal owner of the assets in the Separate Account. Income, gains, and losses credited to, or charged against, the Separate Account reflect the Separate Account's own investment experience and not the investment experience of our other assets. The assets of the Separate Account may not be used to pay any liabilities of ours other than those arising from the Contracts and any other contracts supported by the Separate Account. We are obligated to pay all amounts promised to investors under the Contracts.

We may invest money in the Separate Account in order to commence its operations and for other purposes, but not to support contracts other than variable annuity contracts. A portion of the Separate Account's assets may include accumulations of charges we make against the Separate Account and investment results of assets so accumulated. These additional assets are ours and we may transfer them to our General Account at any time; however, before making any such transfer, we will consider any possible adverse impact the transfer might have on the Separate Account. Subject to applicable law, we reserve the right to transfer our assets in the Separate Account to our General Account.

## FEDERAL TAX ISSUES

*The following summary of federal income tax issues is based on our understanding of current tax laws and regulations, which may be changed by legislative, judicial or administrative action. The summary is general in nature and is not intended as tax advice. Moreover, it does not consider any applicable foreign, state or local tax laws. We do not make any guarantee regarding the tax status, federal, foreign, state or local, of any Contract or any transaction involving the Contracts. Accordingly, you should consult a qualified tax advisor for complete information and advice before purchasing a Contract. Additional tax information is included in the* **More on Federal Tax Issues** *section in the SAI. We reserve the right to amend this Contract without the Owner's consent to reflect any*

*clarifications that may be needed or are appropriate to maintain its tax qualification or to conform this Contract to any applicable changes in the tax qualification requirements.*

*Diversification Requirements and Investor Control*

Section 817(h) of the Code provides that the investments underlying a variable annuity must satisfy certain diversification requirements in order for the contract to be treated as an annuity contract and qualify for tax deferral. We believe the underlying Variable Investment Options for the contract meet these requirements. Details on these diversification requirements appear in the Fund SAIs.

In addition, for a variable annuity contract to qualify for tax deferral, assets in the separate accounts supporting the contract must be considered to be owned by the insurance company and not by the Contract Owner. Under current U.S. tax law, if a Contract Owner has excessive control over the investments made by a separate account, or the underlying Fund, the Contract Owner will be taxed currently on income and gains from the account or Fund. In other words, in such a case of investor control the Contract Owner would not derive the tax benefits normally associated with variable annuities. For more information regarding investor control, please refer to the contract SAI.

**Taxation of Annuities – General Provisions**

Section 72 of the Code governs the taxation of annuities in general, and we designed the Contracts to meet the requirements of Section 72 of the Code. We believe that, under current law, the Contract will be treated as an annuity for federal income tax purposes if the Contract Owner is a natural person or an agent for a natural person, and that we (as the issuing insurance company), and not the Contract Owner(s), will be treated as the owner of the investments underlying the Contract. Accordingly, no tax should be payable by you as a Contract Owner as a result of any increase in Contract Value until you receive money under your Contract. You should, however, consider how amounts will be taxed when you do receive them. The following discussion assumes that your Contract will be treated as an annuity for federal income tax purposes.

**Non-Qualified Contracts – General Rules**

***These general rules apply to Non-Qualified Contracts. As discussed below, however, tax rules may differ for Qualified Contracts and you should consult a qualified tax advisor if you are purchasing a Qualified Contract.***

*Taxes Payable*

A Contract Owner is not taxed on the increases in the value of a Contract until an amount is received or deemed to be received. An amount could be received or deemed to be received, for example, if there is a partial distribution, a lump sum distribution, an Annuity payment or a material change in the Contract or if any portion of the Contract is transferred, pledged or assigned. See the *Addition of Optional Rider or Material Change to Contract* section below. Increases in Contract Value that are received or deemed to be received are taxable to the Contract Owner as ordinary income. Distributions of net investment income or capital gains that each Subaccount receives from its corresponding Fund are automatically reinvested in such Fund unless we, on behalf of the Separate Account, elect otherwise. As noted above, you will be subject to federal income taxes on the investment income from your Contract only when it is distributed to you.

Any taxable distribution of the investment income from your Contract may also be subject to a net investment income tax of 3.80%. This tax applies to various investment income such as interest, dividends, royalties, payments from annuities, and the disposition of property, but only to the extent a taxpayer's modified adjusted gross income exceeds certain thresholds ($200,000 for individuals/$250,000 if married filing jointly). Please speak to your tax advisor about this tax.

*Non-Natural Persons as Owners*

If a contract is not owned or held by a natural person or as agent for a natural person, the contract generally will not be treated as an "annuity" for tax purposes, meaning that the Contract Owner will be subject to current tax on annual increases in Contract Value at ordinary income rates unless some other exception applies. Certain entities, such as some trusts, may be deemed to be acting as agents for natural persons. Corporations, including S corps, C corps, LLCs, partnerships and FLPs, and tax-exempt entities are non-natural persons that will not be deemed to be acting as agents for natural persons.

*Addition of Optional Rider or Material Change to Contract*

The addition of a rider to the Contract, or a material change in the Contract's provisions, such as a change in Contract ownership or an assignment of the Contract, could cause it to be considered newly issued or entered into for tax purposes, and thus could cause a taxable event or the Contract to lose certain grandfathered tax status. Please contact your tax advisor for more information.

*Taxes Payable on Withdrawals Prior to the Annuity Date*

Amounts you withdraw before annuitization, including amounts withdrawn from your Contract Value in connection with partial withdrawals for payment of any charges and fees, will be treated first as taxable income to the extent that your Contract Value exceeds the aggregate of your Purchase Payments reduced by non-taxable amounts previously received (investment in the Contract), and then as nontaxable recovery of your Purchase Payments. Therefore, you include in your gross income the smaller of: a) the amount of the partial withdrawal, or b) the amount by which your Contract Value immediately before you receive the distribution exceeds your investment in the Contract at that time.

Exceptions to this rule are distributions in full discharge of your Contract (a full surrender) or distributions from contracts issued and investments made before August 14, 1982.

If at the time of a partial withdrawal your Contract Value does not exceed your investment in the Contract, then the withdrawal will not be includable in gross income and will simply reduce your investment in the Contract.

The assignment or pledge of (or agreement to assign or pledge) the value of the Contract for a loan will be treated as a withdrawal subject to these rules. You should consult your tax advisor for additional information regarding taking a partial or a full distribution from your Contract.

*Multiple Contracts (Aggregation Rule)*

Multiple Non-Qualified Contracts that are issued after October 21, 1988, by us or our affiliates to the same Owner during the same calendar year are treated as one Contract for purposes of determining the taxation of distributions (the amount includable in gross income under Code Section 72(e)) prior to the Annuity Date from any of the Contracts. A Contract received in a tax-free exchange under Code Section 1035 may be treated as a new Contract for this purpose. For Contracts subject to the Aggregation Rule, the values of the Contracts and the investments in the Contracts are added together to determine the taxation under Code Section 72(e). Withdrawals will be treated first as withdrawals of income until all of the income from all such Contracts is withdrawn. The Treasury Department has specific authority under Code Section 72(e)(11) to issue regulations to prevent the avoidance of the income-out-first rules for withdrawals prior to the Annuity Date through the serial purchase of Contracts or otherwise. As of the date of this Prospectus there are no regulations interpreting these aggregation provisions.

*10% Tax Penalty Applicable to Certain Withdrawals and Annuity Payments*

The Code provides that the taxable portion of a withdrawal or other distribution may be subject to a tax penalty equal to 10% of that taxable portion unless the withdrawal is:

- made on or after the date you reach age 59½,
- made by a Beneficiary after your death,
- attributable to your becoming disabled,
- any payments annuitized using a life contingent Annuity Option,
- attributable to an investment in the Contract made prior to August 14, 1982, or
- any distribution that is a part of a series of substantially equal periodic payments (Code Section 72(q) payments) made (at least annually) over your life (or life expectancy) or the joint lives (or life expectancies) of you and your designated Beneficiary.

Withdrawals from a Qualified Contract have a similar 10% additional tax and have similar exceptions (see ***Taxes Payable on Annuity Payments*** and the applicable **Qualified Contracts**).

*Taxes Payable on Optional Rider Charges*

It is our understanding that the charges relating to any optional rider are not subject to current taxation and we will not report them as such. However, Treasury or the IRS may determine that these charges should be treated as partial withdrawals subject to current taxation to the extent of any gain and, if applicable, the 10% tax penalty. We reserve the right to report any optional rider charges as partial withdrawals if we believe that we would be expected to report them in accordance with Treasury Regulations or IRS guidance.

*Distributions After the Annuity Date*

After you annuitize, a portion of each annuity payment you receive under a Contract generally will be treated as a partial recovery of Investments (as used here, "Investments" means the aggregate Purchase Payments less any amounts that were previously received under the Contract but not included in income) and will not be taxable. (In certain circumstances, subsequent modifications to an initially-established payment pattern may result in the imposition of a tax penalty.) The remainder of each annuity payment will be taxed as ordinary income. However, after the full amount of aggregate Investments has been recovered, the full amount of each annuity payment will be taxed as ordinary income. Exactly how an annuity payment is divided into taxable and non-taxable portions depends on the period over which annuity payments are expected to be received, which in turn is governed by the form of annuity selected and, where a lifetime annuity is chosen, by the life expectancy of the Annuitant(s) or payee(s). Such a payment may also be subject to a tax penalty if taken prior to age 59½.

*Distributions to Beneficiary After Contract Owner's Death*

Generally, the same tax rules apply to amounts received by the Beneficiary as those that apply to the Contract Owner, except that the early withdrawal tax penalty does not apply. Thus, any annuity payments or lump sum withdrawal will be divided into taxable and non-taxable portions.

If death occurs after the Annuity Date, but before the expiration of a period certain option, the Beneficiary will recover the balance of the Investments as payments are made and may be allowed a deduction on the final tax return for the unrecovered Investments. A lump sum payment taken by the Beneficiary in lieu of remaining monthly annuity payments is not considered an annuity payment for

tax purposes. The portion of any lump sum payment to a Beneficiary in excess of aggregate unrecovered Investments would be subject to income tax.

*Contract Owner's Estate*

Generally, any amount payable to a Beneficiary after the Contract Owner's death, whether before or after the Annuity Date, will be included in the estate of the Contract Owner for federal estate tax purposes. If the inclusion of the value of the Contract triggers a federal estate tax to be paid, the Beneficiary may be able to use a deduction called Income in Respect of Decedent (IRD) in calculating the income taxes payable upon receipt of the death benefit proceeds. In addition, designation of a non-spouse Beneficiary who either is 37½ or more years younger than a Contract Owner or is a grandchild of a Contract Owner may have Generation Skipping Transfer Tax (GSTT) consequences under section 2601 of the Code. You should consult with a qualified tax advisor if you have questions about federal estate tax, IRD, or GSTT.

*Gifts of Annuity Contracts*

Generally, gifts of Non-Qualified Contracts prior to the annuity start date will trigger tax reporting to the donor on the gain on the Contract, with the donor getting a stepped-up basis for the amount included in the donor's income. The 10% early withdrawal tax penalty and gift tax also may be applicable. This provision does not apply to transfers between spouses or incident to a divorce, or transfers to and from a trust acting as agent for the Owner or the Owner's spouse.

*Tax Withholding for Non-Qualified Contracts*

Unless you elect to the contrary, any amounts you receive under your Contract that are attributable to investment income will be subject to withholding to meet federal income tax obligations. For nonperiodic distributions, you will have the option to provide us with withholding information by submitting IRS Form W-4R at the time of your withdrawal request. If you do not provide us with withholding information, we will generally withhold 10% of the taxable distribution amount and remit it to the IRS. For periodic (annuity) payments, the rate of withholding will be determined on the basis of the withholding information you provide to us on IRS Form W-4P. If you do not provide us with withholding information, we are required to determine the Federal income tax withholding according to the then current defaults for marital status and number of adjustments, if any. State and local withholding may apply different defaults and will be determined by applicable law.

Please call us at (800) 748-6907 with any questions about the required withholding information.

*Tax Withholding for Non-resident Aliens or Non U.S. Persons*

Taxable distributions to Contract Owners who are non-resident aliens or other non U.S. persons are generally subject to U.S. federal income tax withholding at a 30% rate, unless a lower treaty rate applies. Prospective foreign owners are advised to consult with a tax advisor regarding the U.S., state and foreign tax treatment of a Contract. Currently, we require all Contract Owners to be a U.S. person (citizen) or a U.S. resident alien.

*Exchanges of Non-Qualified Contracts (1035 Exchanges)*

You may make your initial or an additional Purchase Payment through an exchange of an existing annuity contract or endowment life insurance contract pursuant to Section 1035 of the Code (a 1035 exchange). The exchange can be effected by completing the Transfer/ Exchange form, indicating in the appropriate section of the form that you are making a 1035 exchange and submitting any applicable Regulation 60 paperwork. The form is available by calling your financial professional, by calling us at (800) 748-6907, or on our website at www.PacificLife.com. Once completed, the form should be mailed to us. If you are making an initial Purchase Payment, a completed Contract application should also be attached.

A post-death 1035 exchange of Non-Qualified assets may be available for beneficiaries who have elected to receive lifetime payments under Section 72(s) of the Code. Note that we reserve the right to restrict the maximum issue age for this type of transaction. Additionally, we will not accept additional purchase payments or allow a change in ownership (including collateral assignment requests) for a Contract issued via a post-death 1035 exchange of Non-Qualified assets.

In general terms, Section 1035 of the Code provides that no gain or loss is recognized when you exchange one annuity or life insurance contract for another annuity contract. Transactions under Section 1035, however, may be subject to special rules and may require special procedures and record keeping, particularly if the exchanged annuity contract was issued prior to August 14, 1982. You should consult your tax advisor prior to affecting a 1035 exchange.

*Partial 1035 Exchanges and Annuitization*

A partial exchange is the direct transfer of only a portion of an existing annuity's Contract Value to a new annuity contract. Under Rev. Proc. 2011-38 a partial exchange will be treated as tax-free under Code Section 1035 if there are no distributions, from either annuity, within 180 calendar days after the partial 1035 exchange. Any distribution taken during the 180 calendar days be treated as if it was received as taxable "boot" during the exchange. Such determination will be made by the IRS, using general tax principles, to determine the substance, and thus the treatment of the transaction. In addition, annuity payments that are based on one or more lives or for a period of 10 or more years (as described in Code Section 72(a)(2)) are not prohibited during the 180 calendar days following an exchange. Rev. Proc. 2011-38 applies to partial exchanges and partial annuitizations *on or after* October 24, 2011.

***You should consult your tax advisor prior to affecting a partial 1035 exchange or a partial annuitization.***

**Impact of Federal Income Taxes**

In general, in the case of Non-Qualified Contracts, if you are an individual and expect to accumulate your Contract Value over a relatively long period of time without making significant withdrawals, there may be federal income tax advantages in purchasing such a Contract. This is because any increase in Contract Value is not subject to current taxation. Income taxes are deferred until the money is withdrawn, at which point taxation occurs only on the gain from the investment in the Contract. With income taxes deferred, you may accumulate more money over the long term through a variable annuity than you may through non-tax-deferred investments. The advantage may be greater if you decide to liquidate your Contract Value in the form of monthly annuity payments after your retirement, or if your tax rate is lower at that time than during the period that you held the Contract, or both.

When withdrawals or distributions are taken from the variable annuity, the gain is taxed as ordinary income. This may be a potential disadvantage because money that had been invested in other types of assets may qualify for a more favorable federal tax rate. For example, the tax rate applicable both to the sale of capital gain assets held more than 1 year and to the receipt of qualifying dividends by individuals is a maximum of 20% (as low as 0% for lower-income individuals). In contrast, an ordinary income tax rate of up to 37% applies to taxable withdrawals on distributions from a variable annuity. Also, withdrawals or distributions taken from a variable annuity prior to attaining age 59½ may be subject to a tax penalty equal to 10% of the taxable portion, although exceptions to the tax penalty may apply.

An owner of a variable annuity cannot deduct or offset losses on transfers to or from Subaccounts, or at the time of any partial withdrawals. Additionally, if you surrender your Contract and your Net Contract Value is less than the aggregate of your investments in the Contract (reduced by any previous non-taxable distributions), you may not be able to deduct the ordinary income loss. Consult with your tax advisor regarding the impact of federal income taxes on your specific situation.

**Taxes on Pacific Life & Annuity Company**

Although the Separate Account is registered as an investment company, it is not a separate taxpayer for purposes of the Code. The earnings of the Separate Account are taxed as part of our operations. No charge is made against the Separate Account for our federal income taxes (excluding the charge for premium taxes), but we will review, periodically, the question of charges to the Separate Account or your Contract for such taxes. Such a charge may be made in future years for any federal income taxes that would be attributable to the Separate Account or to our operations with respect to your Contract, or attributable, directly or indirectly, to investments in your Contract.

Under current law, we may incur state and local taxes (in addition to premium taxes) in several states. At present, these taxes are not significant and they are not charged against the Contract or the Separate Account. If there is a material change in applicable state or local tax laws, the imposition of any such taxes upon us that are attributable to the Separate Account or to our operations with respect to your Contract may result in a corresponding charge against the Separate Account or your Contract.

Given the uncertainty of future changes in applicable federal, state or local tax laws, we cannot appropriately describe the effect a tax law change may have on taxes that would be attributable to the Separate Account or your Contract.

**Qualified Contracts – General Rules**

The Contracts are available to a variety of Qualified Plans and IRAs. Tax restrictions and consequences for Contracts under each type of Qualified Plan and IRAs differ from each other and from those for Non-Qualified Contracts. No attempt is made herein to provide more than general information about the use of the Contract with the various types of Qualified Plans and IRAs. Participants under such Qualified Plans, as well as Contract Owners, Annuitants and Beneficiaries, are cautioned that the rights of any person to any benefits under such Qualified Plans may be subject to the terms and conditions of the Plans themselves or limited by applicable law, regardless of the terms and conditions of the Contract issued in connection therewith.

*Tax Deferral*

It is important to know that Qualified Plans such as 401(k)s, as well as IRAs, are already tax-deferred. Therefore, an annuity contract should be used to fund an IRA or Qualified Plan to benefit from the annuity's features other than tax deferral. Other benefits of using a variable annuity to fund a Qualified Plan or an IRA include the lifetime income options, guaranteed death benefit options and the ability to transfer among Investment Options without sales or withdrawal charges. You should consider if the Contract is a suitable investment if you are investing through a Qualified Plan or IRA.

*Taxes Payable*

Generally, amounts received from Qualified Contracts are taxed as ordinary income under Section 72, to the extent that they are not treated as a tax-free recovery of after-tax contributions (if any). Amounts you withdraw before annuitization, including amounts withdrawn from your Contract Value in connection with partial withdrawals for payment of any charges and fees, will be treated as ordinary income. Different rules apply for Roth IRAs. Consult your tax advisor before requesting a distribution from a Qualified Contract.

*10% Additional Tax for Early Withdrawals*

Generally, distributions from IRAs and Qualified Plans that occur before you attain age 59½ are subject to a 10% additional tax imposed on the amount of the distribution that is includable in gross income, with certain exceptions. These exceptions include, but are not limited to, distributions:

- made to a Beneficiary after the Owner's/participant's death,
- attributable to the Owner/participant becoming disabled under Section 72(m)(7),
- that are part of a series of substantially equal periodic payments (also referred to as SEPPs or 72(t) payments) made (at least annually) over your life (or life expectancy) or the joint lives (or joint life expectancies) of you and your designated Beneficiary, and commence after you have separated from service (if payments are made from a qualified retirement plan),
- for certain higher education expenses (IRAs only),
- used to pay for certain health insurance premiums or medical expenses (IRAs only),
- for costs related to the purchase of your first home (IRAs only), and
- (except for IRAs) made to an employee after separation from service if the employee separates from service during or after the calendar year in which he or she attains age 55 (or age 50 in the case of a qualified public safety employee).

You should consult with your tax advisor for the full list of exceptions to see if one or more apply to your particular circumstances.

*Tax Withholding for Qualified Contracts*

Distributions from a Contract under a Qualified Plan (not including an individual retirement annuity subject to Code Section 408 or Code Section 408A) to an employee, surviving spouse, or former spouse who is an alternate payee under a qualified domestic relations order, that are permitted to be rolled over to an eligible retirement plan, are subject to mandatory income tax withholding of 20% of the taxable amount of the distribution, unless the distributee directs the transfer of such amounts in cash to another Qualified Plan or a traditional IRA.

Distributions that are not an eligible rollover distribution include:

- any distribution that is a minimum distribution required under the Code, which includes any annuity payment made on or after January 1 of the year you turn age 73 (or 70 ½ if born prior to July 1, 1949 or 72 if born prior to January 1, 1951);
- any portion of the distribution that is not includable in gross income because it is a return of any after-tax contributions;
- any distribution that is part of a series of substantially equal periodic payments made over your life or the lives or you and your designated Beneficiary, or made for fixed period of at least 10 years.

The taxable amount is the amount of the distribution less the amount allocable to after-tax contributions. All other types of taxable distributions are subject to 10% federal withholding unless the distributee elects not to have withholding apply.

For periodic (annuity) payments, the rate of withholding will be determined on the basis of the withholding information you provide to us. If you do not provide us with withholding information, we are required to determine the Federal income tax withholding according to the current defaults for marital status and number of adjustments, if any. State and local withholding may apply different defaults and will be determined by applicable law.

*IRAs and Other Qualified Contracts with Optional Benefit Riders*

As of the date of this Prospectus, there are special considerations for purchases of any optional living or death benefit riders. Treasury Regulations state that Individual Retirement Accounts (IRAs) may generally not invest in life insurance contracts. We believe that these Regulations do not prohibit the living or death benefit riders from being added to your Contract if it is issued as a Traditional IRA, Roth IRA, SEP IRA or SIMPLE IRA. However, the law is unclear and it is possible that a Contract that has living or death benefit riders and is issued as a Traditional IRA, Roth IRA, SEP IRA or SIMPLE IRA could be disqualified and may result in increased taxes to the Owner.

Similarly, Code Section 401 plans, section 403(b) annuities and IRAs (but not Roth IRAs) can only offer *incidental* death benefits. The IRS could take the position that the enhanced death benefits provided by optional benefit riders are not incidental. In addition, to the extent that the optional benefit riders alter the timing or the amount of the payment of distributions under a Qualified Contract, the riders cannot be paid out in violation of the minimum distribution rules of the Code.

It is our understanding that the charges relating to the optional benefit riders are not subject to current taxation and we will not report them as such. However, Treasury or the IRS may determine that these charges should be treated as partial withdrawals subject to current income taxation to the extent of any gain and, if applicable, the 10% additional tax. We reserve the right to report the rider charges as partial withdrawals if we believe that we would be expected to report them in accordance with Treasury Regulations or IRS guidance.

*Required Minimum Distributions*

Treasury Regulations provide that you cannot keep assets in Qualified Plans or IRAs indefinitely. Eventually they are required to be distributed; at that time (the Required Beginning Date (RBD)), Required Minimum Distributions (RMDs) are the amount that must be distributed each year. The information below is for Qualified Contracts held in either a Qualified Plan, or IRA, prior to the annuity start date.

Under Code Section 401 (for Qualified Plans) and Code Section 408 (for IRAs), the entire interest under the Contract must be distributed to the Owner/Annuitant no later than the Owner/Annuitant's RBD, or distributions over the life of the Owner/Annuitant (or the Owner/Annuitant and his Beneficiary) must begin no later than the RBD.

The RBD for distributions from a Qualified Contract maintained for an IRA under Code Section 408 is generally April 1 of the calendar year following the year in which the Owner/Annuitant reaches their RMD Age (70½ if born prior to July 1, 1949, 72 if born prior to January 1, 1951, or 75 if born after 1959). The RBD for a Qualified Contract maintained for a qualified retirement or pension plan under Code Section 401 or a Code Section 403(b) annuity is April 1 of the calendar year following the later of the year in which the Owner/Annuitant reaches their RMD Age, or, if the plan so provides, the year in which the Owner/Annuitant retires. There is no RBD for a Roth IRA maintained pursuant to Code Section 408A or for a Designated Roth Account in a Qualified Plan.

The Treasury Regulations require that all IRA holders and Qualified Plan Participants (with one exception discussed below) use the Uniform Lifetime Table to calculate their RMDs.

The Uniform Lifetime Table is based on a joint life expectancy and uses the IRA owner's actual age and assumes that the Beneficiary is 10 years younger than the IRA owner. Note that under these Regulations, the IRA owner does not need to actually have a named Beneficiary when they reach the RBD.

The exception noted above is for an IRA owner or Qualified Plan Participant who has a spouse, who is more than 10 years younger, as the sole Beneficiary on the IRA or Qualified Plan. In that situation, the spouse's actual age (and life expectancy) will be used in the joint life calculation.

*Required Minimum Distributions for Beneficiaries*

For Owner/Annuitants who died prior to January 1, 2020, their designated Beneficiaries calculate RMDs using the Single Life Table (Table I, Appendix B, Publication 590-B, Distributions from Individual Retirement Arrangements (IRAs)). The table provides a life expectancy factor based on the Beneficiary's age. The account balance is divided by this life expectancy factor to determine the first RMD. The life expectancy is reduced by one for each subsequent year.

For Owner/Annuitants who die after December 31, 2019, the RMD rules for Beneficiaries who inherit an account or IRA are different depending on whether the Beneficiary is an "Eligible Designated Beneficiary" (EDB) or not. An EDB includes a surviving spouse, a disabled individual, a chronically ill individual, a minor child, or an individual who is not more than 10 years younger than the account Owner. Certain trusts created for the exclusive benefit of disabled or chronically ill Beneficiaries are included. These EDBs may take their distributions over the EDB's life expectancy. However, minor children must still take remaining distributions within 10 years of reaching age 21. Additionally, a surviving spouse Beneficiary may delay commencement of distributions until the later of the end of the year that the Owner/Annuitant would have attained their RMD Age, or the surviving spouse's RBD.

Designated Beneficiaries, who are not an EDB, must withdraw the entire account by the 10th calendar year following the death of the Owner/Annuitant. IRS and Treasury have released final regulations that require a Beneficiary to take distributions "at least as rapidly" as the Owner/Annuitant did after his RBD and had begun receiving minimum distributions. These final regulations require the Beneficiary to continue receiving distributions during the 10 years following the Owner/Annuitant's death. Please consult your tax advisor for more information about these new final regulations and the impact they may have on your situation.

Non-designated Beneficiaries must withdraw the entire account within 5 years of the Owner/Annuitant's death if distributions have not begun prior to death. For IRA distributions, see Publication 590-B, Distribution from Individual Retirement Arrangements (IRAs).

The CARES Act waived RMDs for 2020. This waiver applies to the Owner/Annuitant, as well as to the Beneficiary of an Inherited IRA. If a Beneficiary was subject to the 5-year rule, he or she can now waive the distribution for 2020, effectively taking distributions over a 6-year period rather than a 5-year period.

*Actuarial Value*

In accordance with Treasury Regulations, RMDs and Roth IRA conversions may be calculated based on the sum of the Contract Value and the actuarial value of any additional death benefits and benefits from optional riders that you have purchased under the Contract. As a result, RMDs and taxes due on Roth IRA Conversions may be larger than if the calculation were based on the Contract Value only, which may in turn result in an earlier (but not before the required beginning date) distribution under the Contract and an increased amount of taxable income distributed to the Contract Owner, and a reduction of death benefits and the benefits of any optional riders.

*RMDs and Annuity Options*

For retirement plans that qualify under Section 401 or 408 of the Code, the period elected for receipt of RMDs as annuity payments under Annuity Options 2 and 4 generally may be:

- no longer than the joint life expectancy of the Annuitant and Beneficiary in the year that the Annuitant reaches their RMD Age, and
- must be shorter than such joint life expectancy if the Beneficiary is not the Annuitant's spouse and is more than 10 years younger than the Annuitant, and

- may be further limited to comply with the RMD requirements for Beneficiaries (e.g. the 10-year rule).

Under Annuity Option 3, if the Beneficiary is not the Annuitant's spouse and is more than 10 years younger than the Annuitant, the 66 2/3% and 100% elections specified below may not be available. The restrictions on options for retirement plans that qualify under Sections 401 and 408 also apply to a retirement plan that qualifies under Code Section 403(b) with respect to amounts that accrued after December 31, 1986.

Annuity payments made on or after January 1st of the year the Owner/Annuity reaches their RMD Age are considered RMDs and are therefore not eligible rollover distributions. The Owner/Annuitant may not request a direct or indirect rollover of any annuity payment made on or after this date.

In order to comply with RMD regulations, some riders or benefits may not be available for your Contract.

*Loans*

Certain Owners of Qualified Contracts may borrow against their Contracts. Otherwise, loans from us are not permitted. You may request a loan from us, using your Contract Value as your only security if yours is a Qualified Contract that is:

- not subject to Title 1 of ERISA,
- issued under Section 403(b) of the Code, and
- issued under a Plan that permits Loans (a "Loan Eligible Plan").

**We urge you to consult with a qualified tax advisor prior to effecting any loan transaction under your Contract.** See **ADDITIONAL INFORMATION** – **Loans** and **More on Federal Tax Issues** – *Loans* in the SAI for more information on loans.

**IRAs and Qualified Plans**

***The following is only a general discussion about types of IRAs and Qualified Plans for which the Contracts may be available. We are not the administrator of any Qualified Plan. The plan administrator and/or custodian, whichever is applicable, (but not us) is responsible for all Plan administrative duties including, but not limited to, notification of distribution options, disbursement of Plan benefits, handling any processing and administration of Qualified Plan loans, compliance regulatory requirements and federal and state tax reporting of income/distributions from the Plan to Plan participants and, if applicable, Beneficiaries of Plan participants and IRA contributions from Plan participants. Our administrative duties are limited to administration of the Contract and any disbursements of any Contract benefits to the Owner, Annuitant, or Beneficiary of the Contract, as applicable. Our tax reporting responsibility is limited to federal and state tax reporting of income/distributions to the applicable payee and IRA contributions from the Owner of a Contract, as recorded on our books and records. The Qualified Plan (the plan administrator or the custodian) is required to provide us with information regarding individuals with signatory authority on the Contract(s) owned. If you are purchasing a Qualified Contract, you should consult with your plan administrator and/or a qualified tax advisor. You should also consult with a qualified tax advisor and/or plan administrator before you withdraw any portion of your Contract Value.***

*Individual Retirement Annuities ("IRAs")*

In addition to "traditional" IRAs established under Code Section 408, there are SEP IRAs under Code Section 408(k), and Roth IRAs governed by Code Section 408A and SIMPLE IRAs established under Code Section 408(p). Also, Qualified Plans under Code Section 401 or 403(b) of the Code that include after-tax employee contributions may be treated as deemed IRAs subject to the same rules and limitations as traditional IRAs. Contributions to each of these types of IRAs are subject to differing limitations. The following is a very general description of each type of IRA and other Qualified Plans.

Traditional IRAs

Traditional IRAs are subject to limitations on the amount that may be contributed each year, the persons who may be eligible to contribute, when rollovers are available and when distributions must commence. Depending upon the circumstances of the individual, contributions to a traditional IRA may be made on a deductible or non-deductible basis.

Annual contributions are generally allowed for persons who have compensation (as defined by the Code) of at least the contribution amount. Distributions of minimum amounts specified by the Code and Treasury Regulations must commence by April 1 of the calendar year following the calendar year in which you attain age 73 (or 70½ if born prior to July 1, 1949, 72 if born prior to January 1, 1951, or 75 if born after 1959). Failure to make mandatory minimum distributions may result in imposition of a 25% excise on any difference between the required distribution amount and the amount actually distributed. This excise tax is reduced to 10% if a distribution of the shortfall is made within two years and prior to the date the excise tax is assessed or imposed by the IRS. Additional distribution rules apply after your death.

You (or your surviving spouse if you die) may rollover funds (such as proceeds from existing insurance policies, annuity contracts or securities) from certain existing Qualified Plans into your traditional IRA if those funds are in cash. This will require you to liquidate any value accumulated under the existing Qualified Plan. Mandatory withholding of 20% may apply to any rollover distribution from your existing Qualified Plan if the distribution is not transferred directly to your traditional IRA. To avoid this withholding you may wish to have cash transferred directly from the insurance company or plan trustee to your traditional IRA.

SIMPLE IRAs

The Savings Incentive Match Plan for Employees of Small Employers ("SIMPLE Plan") is a type of IRA established under Code Section 408(p)(2). Depending upon the SIMPLE Plan, employers may make plan contributions into a SIMPLE IRA established by each participant of the SIMPLE Plan. Like other IRAs, a 10% additional tax is imposed on certain distributions that occur before an employee attains age 59½. In addition, the tax penalty is increased to 25% for amounts received or rolled to another IRA or Qualified Plan during the 2-year period beginning on the date an employee first participated in a qualified salary reduction arrangement pursuant to a SIMPLE Plan maintained by their employer. Contributions to a SIMPLE IRA will generally include employee salary deferral contributions and employer contributions. Distributions from a SIMPLE IRA may be transferred to another SIMPLE IRA tax free or may be eligible for tax free rollover to a traditional IRA, a 403(b) or other Qualified Plan after the required 2-year period.

SEP-IRAs

A Simplified Employee Pension (SEP) is an employer sponsored retirement plan under which employers are allowed to make contributions toward their employees' retirement, as well as their own retirement (if the employer is self-employed). A SEP is a type of IRA established under Code Section 408(k). Under a SEP, a separate IRA account called a SEP-IRA is set up by or for each eligible employee and the employer makes the contribution to the account. Like other IRAs, a 10% additional tax is imposed on certain distributions that occur before an employee attains age 59½.

Roth IRAs

Section 408A of the Code permits eligible individuals to establish a Roth IRA. Contributions to a Roth IRA are not deductible, but withdrawals of amounts contributed and the earnings thereon that meet certain requirements are not subject to federal income tax. In general, Roth IRAs are subject to limitations on the amount that may be contributed and the persons who may be eligible to contribute and are subject to certain required distribution rules on the death of the Contract Owner. Unlike a traditional IRA, Roth IRAs are not subject to minimum required distribution rules during the Contract Owner's lifetime. Generally, however, the amount remaining in a Roth IRA must be distributed by the end of the fifth year after the death of the Contract Owner/Annuitant or distributed over the life expectancy of the Designated Beneficiary. The Owner of a traditional IRA may convert a traditional IRA into a Roth IRA under certain circumstances. The conversion of a traditional IRA to a Roth IRA will subject the amount of the converted traditional IRA to federal income tax. Anyone considering the purchase of a Qualified Contract as a Roth IRA or a "conversion" Roth IRA should consult with a qualified tax advisor.

In accordance with recent changes in laws and regulations, at the time of either a full or partial conversion from a Traditional IRA annuity to a Roth IRA annuity, the determination of the amount to be reported as income will be based on the annuity contract's "fair market value", which will include all front-end loads and other non-recurring charges assessed in the 12 months immediately preceding the conversion, and the actuarial present value of any additional contract benefits.

One IRA Rollover Per Year

Effective January 1, 2015, the IRS will only permit a taxpayer to complete one 60-day indirect IRA-to-IRA rollover for any distribution received within a 12-month period. This means that a taxpayer could not make a 60-day indirect IRA-to-IRA rollover if he or she had made such a rollover involving any distribution received from any of the taxpayer's IRAs in the preceding 1-year period. The limit will apply by aggregating all of the individual's IRAs, including SEP and SIMPLE IRAs as well as traditional and Roth IRAs, effectively treating them as one IRA for purposes of the limit. This rule does not affect the ability of an IRA owner to transfer funds from one IRA trustee directly to another, because such a transfer is not a rollover (but rather a direct transfer) and therefore, is not subject to the one-rollover-per-year limitation of Code Section 408(d)(3)(B). For additional information, see IRS Announcements 2014-15 and 2014-32. Always confirm with your own tax advisor whether this rule impacts your circumstances.

*401(k) Plans; Pension and Profit-Sharing Plans*

Qualified Plans may be established by an employer for certain eligible employees under Section 401 of the Code. These plans may be 401(k) plans, profit-sharing plans, or other pension or retirement plans. Contributions to these plans are subject to limitations. Rollover to other eligible plans may be available. Please consult your Qualified Plans Summary Plan description for more information.

*Tax Sheltered Annuities ("TSAs")*

Employees of certain tax-exempt organizations, such as public schools or hospitals, may defer compensation through an eligible plan under Code Section 403(b). Salary deferral amounts received from employers for these employees are excludable from the employees' gross income (subject to maximum contribution limits). Distributions under these Contracts must comply with certain limitations as to timing, or result in tax penalties. Distributions from amounts contributed to a TSA pursuant to a salary reduction arrangement, may be made from a TSA only upon attaining age 59½, severance from employment, death, disability, or financial hardship. Code Section 403(b) annuity distributions can be rolled over to other Qualified Plans in a manner similar to those permitted by Qualified Plans that are maintained pursuant to Section 401 of the Code.

In accordance with Code Section 403(b) and the regulations, we are required to provide information regarding contributions, loans, withdrawals, and hardship distributions from your Contract to your 403(b) employer or an agent of your 403(b) employer, upon request. In addition, prior to processing your request for certain transactions, we are required to verify certain information about you with your 403(b) employer (or if applicable, former 403(b) employer) which may include obtaining authorization from either your employer or your employer's third party administrator.

**Voting Rights**

We are the legal Owner of the shares of the Funds held by the Subaccounts. We may vote on any matter voted on at shareholders' meetings of the Funds. However, our current interpretation of applicable law requires us to vote the number of shares attributable to your Variable Account Value (your "voting interest") in accordance with your directions.

We will pass proxy materials on to you so that you have an opportunity to give us voting instructions for your voting interest. You may provide your instructions by proxy or in person at the shareholders' meeting. If there are shares of a Fund held by a Subaccount for which we *do not* receive timely voting instructions, we will vote those shares in the same proportion as all other shares of that Fund held by that Subaccount for which *we have* received timely voting instructions. If we hold shares of a Fund in our General Account, we will vote such shares in the same proportion as the total votes cast for all of our separate accounts, including Separate Account A. We will vote shares of any Fund held by our non-insurance affiliates in the same proportion as the total votes for all separate accounts of ours and our insurance affiliates. As a result of proportional voting, the votes cast by a small number of Contract Owners may determine the outcome of a vote.

We may elect, in the future, to vote shares of the Funds held in Separate Account A in our own right if we are permitted to do so through a change in applicable federal securities laws or regulations, or in their interpretation.

The number of Fund shares that form the basis for your voting interest is determined as of the record date set by the Board of Trustees of the Fund. It is equal to:

- your Contract Value allocated to the Subaccount corresponding to that Fund, divided by
- the net asset value per share of that Fund.

Fractional votes will be counted. We reserve the right, if required or permitted by a change in federal regulations or their interpretation, to amend how we calculate your voting interest.

After your Annuity Date, if you have selected a variable annuity, the voting rights under your Contract will continue during the payout period of your annuity, but the number of shares that form the basis for your voting interest, as described above, will decrease throughout the payout period.

**Loans**

Certain Owners of Qualified Contracts may borrow against their Contracts. Otherwise, loans from us are not permitted. You may request a loan from us, using your Contract Value as your only security if yours is a Qualified Contract that is:

- not subject to Title 1 of ERISA,
- issued under Section 403(b) of the Code, and
- issued under a Plan that permits Loans (a "Loan Eligible Plan").

You may have only one loan outstanding at any time. The minimum loan amount is $1,000. Your Contract Debt at the effective date of your loan may not exceed the *lesser* of:

- 50% of the amount available for withdrawal under this Contract (see **WITHDRAWALS** – **Optional Withdrawals** – *Amount Available for Withdrawal*), or
- $50,000 less your highest outstanding Contract Debt during the 12-month period immediately preceding the effective date of your loan.

If your request for a loan is processed, you will be charged interest on your Contract Debt at a fixed annual rate equal to 5%. The amount held in the Loan Account to secure your loan will earn a return equal to an annual rate of 3%. The net amount of interest you pay on your loan will be 2% annually.

Interest charges accrue on your Contract Debt daily, beginning on the effective date of your loan. Interest earned on the Loan Account Value accrues daily beginning on the calendar day following the effective date of the loan, and those earnings will be transferred once a year to your Investment Options in accordance with your most recent allocation instructions. The Contract Debt is not available to pay for any Contract charges while in the Loan Account. Your loan, including principal and accrued interest, generally must be repaid in quarterly installments and loan repayments are not considered Purchase Payments.

Loans may have a negative impact on Contract Value and the Death Benefit as the amount held in the Loan Account will not be invested in the Variable Investment Options. Death benefit proceeds will be reduced by any Contract Debt. Taking a loan while an optional living benefit rider is in effect will terminate your Rider. Work with your financial professional before taking a loan. For more information about loans, including the consequences of loans, loan procedures, loan terms and repayment terms, see **Federal Tax Issues –** *Loans* in the SAI.

We may change these loan provisions to reflect changes in the Code or interpretations thereof. **We urge you to consult with a qualified tax advisor prior to effecting any loan transaction under your Contract.**

**Loan Procedures**

Your loan request must be submitted on the appropriate request form. You may submit a loan request 30 days after your Contract Date and before your Annuity Date. However, before requesting a new loan, you must wait 30 days after the last payment of a previous loan. If approved, your loan will usually be effective as of the end of the Business Day on which we receive all necessary documentation In Proper Form. We will normally forward proceeds of your loan to you within 7 calendar days after the effective date of your loan.

In order to secure your loan, on the effective date of your loan, we will transfer an amount equal to the principal amount of your loan into an account called the "Loan Account." The Loan Account is held under the General Account. To make this transfer, we will transfer amounts proportionately from your Investment Options based on your Account Value in each Investment Option.

As your loan is repaid, a portion, corresponding to the amount of the repayment of any amount then held as security for your loan, will be transferred from the Loan Account back into your Investment Options relative to your most recent allocation instructions.

A transfer from the Loan Account back into your Investment Options following a loan repayment is not considered a transfer under the transfer limitations. Additionally, loans are not considered withdrawals under this contract.

**Repayment Terms**

Your loan, including principal and accrued interest, generally must be repaid in quarterly installments. An installment will be due in each quarter on the date corresponding to the effective date of your loan, beginning with the first such date following the effective date of your loan. See the FEDERAL TAX ISSUES – Qualified Contracts – Loans section in the Prospectus.

Adverse tax consequences may result if you fail to meet the repayment requirements for your loan. You must repay the principal and interest of any loan in substantially equal payments over the term of the loan. If you elect to annuitize (or withdraw) your Net Contract Value while you have an outstanding loan, we will deduct any Contract Debt from your Contract Value at the time of the annuitization (or withdrawal) to repay the Contract Debt.

You may prepay your entire loan at any time. If you do so, we will bill you for any unpaid interest that has accrued through the date of payoff. Your loan will be considered repaid only when the interest due has been paid. Subject to any necessary approval of state insurance authorities, while you have Contract Debt outstanding, we will treat all payments you send us as Investments unless you specifically indicate that your payment is a loan repayment or include your loan payment notice with your payment. To the extent allowed by law, any loan repayments in excess of the amount then due will be applied to the principal balance of your loan. Such repayments will not change the due dates or the periodic repayment amount due for future periods. If a loan repayment is in excess of the principal balance of your loan, any excess repayment will be refunded to you. Repayments we receive that are less than the amount then due will be returned to you, unless otherwise required by law.

If we have not received your full payment by its due date, we will declare the entire remaining loan balance in default. At that time, we will send written notification of the amount needed to bring the loan back to a current status. You will have 60 days from the date on which the loan was declared in default (the "grace period") to make the required payment.

**Changes to Your Contract**

*Contract Owner(s)*

Transfer of Contract ownership may involve federal income tax and/or gift tax consequences; you should consult a qualified tax advisor before effecting such a transfer. A change to or from joint Contract ownership is considered a transfer of ownership. If your Contract is Non-Qualified, you may change Contract ownership at any time prior to your Annuity Date. You may name a different Owner or add or remove a Joint Owner. A Contract cannot name more than two Contract Owners at any time. Any newly-named Contract Owners must be under the age of 86 at the time of change or addition. Additionally, further age limitations may apply if the Contract was issued with an optional death benefit rider. The Contract Owner(s) may make all decisions regarding the Contract, including making allocation decisions and exercising voting rights. Transactions under a Contract with Joint Owners require approval from both Owners. Contract ownership changes may change the Death Benefit Amount and Stepped-Up Death Benefit II calculations. See **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS - Death Benefits**. In addition, Contract ownership changes may terminate certain optional living benefit riders. See the Termination subsection for a particular Rider in the **OPTIONAL LIVING BENEFIT RIDERS** section. Work with your financial professional prior to making any ownership changes.

If your Contract is Qualified under Code Section 401, the Qualified Plan must be the sole Owner of the Contract and the ownership cannot be changed unless and until a triggering event has been met under the terms of the Qualified Plan. Upon such event, the ownership can only be changed to the Annuitant. If your Contract is Qualified under Code Sections 408 and 403(b), you must be the sole Owner of the Contract and no changes can be made.

*Annuitant and Contingent or Joint Annuitant*

Once your Contract is issued, your sole Annuitant or Joint Annuitants cannot be changed. For certain Contracts, you may only add a Joint Annuitant on the Annuity Date. Certain changes may be permitted in connection with Contingent Annuitants. See **ANNUITIZATION – Selecting Your Annuitant**. There may be limited exceptions for certain Qualified Contracts.

*Beneficiaries*

Your Beneficiary is the person(s) or entity who may receive death benefit proceeds under your Contract before the Annuity Date or any remaining annuity payments after the Annuity Date if any Owner (or Annuitant in the case of a Non-Natural Owner) dies. See the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section for additional information regarding death benefit payouts. You may change or remove your Beneficiary or add Beneficiaries at any time prior to the death of any Owner (or Annuitant in the case of a Non-Natural Owner), as applicable. Any change or addition will generally take effect only when we receive all necessary documents, In Proper Form, and we record the change or addition. Any change or addition will not affect any payment made or any other action taken by us before the change or addition was received and recorded. Under our administrative procedures, a signature guarantee and/or other verification of identity or authenticity may be required when processing a claim payable to a Beneficiary.

Spousal consent may be required to change an IRA Beneficiary. If you are considering removing a spouse as a Beneficiary, it is recommended that you consult your legal or tax advisor regarding any applicable state or federal laws prior to requesting the change. Qualified Contracts may have additional restrictions on naming and changing Beneficiaries. If your Contract was issued in connection with a Qualified Plan subject to Title I of ERISA, contact your Plan Administrator for details. We require that Contracts issued under Code Section Section 401 name the Plan as Beneficiary. If the Plan is unable to set up a trust account for Beneficiary payouts, we will pay the designated Plan Beneficiary under certain conditions. If you leave no surviving Beneficiary or Contingent Beneficiary, your estate will receive any death benefit proceeds under your Contract.

**Changes to All Contracts**

If, in the judgment of our management, continued investment by Separate Account A in one or more of the Funds becomes unsuitable or unavailable, we may seek to alter the Variable Investment Options available under the Contracts. We do not expect that a Fund will become unsuitable, but unsuitability issues could arise due to changes in investment policies, market conditions, tax laws, or due to marketing or other reasons.

Alterations of Variable Investment Options may take differing forms. We reserve the right to substitute shares of any Fund that were already purchased under any Contract (or shares that were to be purchased in the future under a Contract) with shares of another Fund, shares of another investment company or series of another investment company, or another investment vehicle. Required approvals of the SEC and the Superintendent of the New York State Department of Financial Services will be obtained before any such substitutions are effected, and you will be notified of any planned substitution.

We may add new Subaccounts to Separate Account A. Availability of any new Subaccounts to existing Contract Owners will be determined at our discretion. We will notify you, and will comply with the filing or other procedures established by the Superintendent of the New York State Department of Financial Services, to the extent required by applicable law. We also reserve the right, after receiving any required regulatory approvals and subject to applicable law, to do any of the following:

- cease offering any Subaccount;
- add or change designated investment companies or their funds, or other investment vehicles;
- add, delete or make substitutions for the securities and other assets that are held or purchased by the Separate Account or any Subaccount;
- permit conversion or exchanges between funds and/or classes of contracts based on the Owners' requests;
- add, remove or combine Subaccounts;
- combine the assets of any Subaccount with any other of our separate accounts or of any of our affiliates;
- register or deregister Separate Account A or any Subaccount under the 1940 Act;
- operate any Subaccount as a managed investment company under the 1940 Act, or any other form permitted by law;
- run any Subaccount under the direction of a committee, board, or other group;
- restrict or eliminate any voting rights of Owners with respect to any Subaccount or other persons who have voting rights as to any Subaccount;
- make any changes required by the 1940 Act or other federal securities laws;
- make any changes necessary to maintain the status of the Contracts as annuities under the Code;
- make other changes required under federal or state law relating to annuities;

- suspend or discontinue sale of the Contracts; and
- comply with applicable law.

**Inquiries and Submitting Forms and Requests**

You may reach our service representatives at (800) 748-6907 between the hours of 6:00 a.m. and 5:00 p.m., Pacific time on any Business Day.

Please send your forms and written requests or questions to our Service Center:

Pacific Life & Annuity Company

P.O. Box 2829

Omaha, Nebraska 68103-2829

If you are submitting a Purchase Payment or other payment by mail, please send it, along with your application if you are submitting one, to our Service Center at the following address:

Pacific Life & Annuity Company

P.O. Box 2736

Omaha, Nebraska 68103-2736

If you are using an overnight delivery service to send payments, please send them to our Service Center at the following address:

Pacific Life & Annuity Company

6750 Mercy Road, RSD

Omaha, Nebraska 68106

The effective date of certain notices or of instructions is determined by the date and time on which we receive the notice or instructions In Proper Form. In those instances when we receive electronic transmission of the information on the application from your financial professional's broker-dealer firm and our administrative procedures with your broker-dealer so provide, we consider the application to be received on the Business Day we receive the transmission. In those instances when information regarding your Purchase Payment is electronically transmitted to us by the broker-dealer, we will consider the Purchase Payment to be received by us on the Business Day we receive the transmission of the information. Please call us if you or your financial professional have any questions regarding which address you should use.

We reserve the right to process any Purchase Payment received at an incorrect address when it is received at either the address indicated in your Contract specification pages or the appropriate address indicated in the Prospectus.

Purchase Payments after your initial Purchase Payment, loan requests, transfer requests, loan repayments and withdrawal requests we receive before the close of Business Day, which usually closes at 4:00 p.m. Eastern time, will be effective at the end of the same Business Day that we receive them In Proper Form unless the transaction or event is scheduled to occur on another Business Day. Generally, whenever you submit any other form, notice or request, your instructions will be effective on the next Business Day after we receive them In Proper Form unless the transaction or event is scheduled to occur on another Business Day. We may also require, among other things, a signature guarantee or other verification of authenticity. We do not generally require a signature guarantee unless it appears that your signature may have changed over time or the signature does not appear to be yours; or an executed application or confirmation of application, as applicable, In Proper Form is not received by us; or, to protect you or us. Requests regarding death benefit proceeds must be accompanied by both proof of death and instructions regarding payment In Proper Form. You should call your financial professional or us if you have questions regarding the required form of a request.

**Telephone and Electronic Transactions**

You are automatically entitled to make certain transactions by telephone or, to the extent available, electronically. You may also authorize other people to make certain transaction requests by telephone or, to the extent available, electronically by so indicating on the application or by sending us instructions in writing in a form acceptable to us. We cannot guarantee that you or any other person you authorize will always be able to reach us to complete a telephone or electronic transaction; for example, all telephone lines may be busy or access to our website may be unavailable during certain periods, such as periods of substantial market fluctuations or other drastic economic or market change, or telephones or the Internet may be out of service or unavailable during severe weather conditions or other emergencies. Under these circumstances, you should submit your request in writing (or other form acceptable to us). Transaction instructions we receive by telephone or electronically before the close of Business Day, which usually closes at 4:00 p.m. Eastern time, will be effective at the end of that day, and we will provide you confirmation of each telephone or electronic transaction.

We have established procedures reasonably designed to confirm that instructions communicated by telephone or electronically are genuine. These procedures may require any person requesting a telephone or electronic transaction to provide certain personal identification upon our request. We may also record all or part of any telephone conversation with respect to transaction instructions. We reserve the right to deny any transaction request made by telephone or electronically. You are authorizing us to accept and to act upon instructions received by telephone or electronically with respect to your Contract, and you agree that, so long as we comply with our procedures, neither we, any of our affiliates, nor any Fund, or any of their directors, trustees, officers, employees or agents will be

liable for any loss, liability, cost or expense (including attorneys' fees) in connection with requests that we believe to be genuine. This policy means that so long as we comply with our procedures, you will bear the risk of loss arising out of the telephone or electronic transaction privileges of your Contract. If a Contract has Joint Owners, each Owner may individually make telephone and/or electronic transaction requests.

The authorization to make transactions by telephone or, to the extent available, electronically, will terminate when we receive notification of your death, and telephone or electronic transactions will no longer be accepted.

**Electronic Information Consent**

Subject to availability, you may authorize us to provide prospectuses, prospectus supplements, reports, annual statements, statements and immediate confirmations, tax forms, proxy solicitations, privacy notice and other notices and documentation in electronic format when available instead of receiving paper copies of these documents by U.S. mail. You may enroll in this service by so indicating on the application, via our Internet website, or by sending us instructions in writing in a form acceptable to us to receive such documents electronically. Not all contract documentation and notifications may be currently available in electronic format. You will continue to receive paper copies of any documents and notifications not available in electronic format by U.S. mail. For jointly owned contracts, both Owners are consenting to receive information electronically. Documents will be available on our Internet website. Subject to applicable law, as documents become available, we will notify you of this by sending you an e-mail message that will include instructions on how to retrieve the document. You must have ready access to a computer with Internet access, an active e-mail account to receive this information electronically, and the ability to read and retain it. You may access and print all documents provided through this service.

If you plan on enrolling in this service, or are currently enrolled, please note that:

- There is no charge for electronic delivery, although your Internet provider may charge for Internet access.
- You should provide a current e-mail address and notify us promptly when your e-mail address changes.
- You should update any e-mail filters that may prevent you from receiving e-mail notifications from us.
- You may request a paper copy of the information at any time for no charge, even though you consented to electronic delivery, or if you decide to revoke your consent.
- For jointly owned contracts, all information will be provided to the e-mail address that is provided to us.
- Electronic delivery will be cancelled if e-mails are returned undeliverable.
- This consent will remain in effect until you revoke it.

If you are currently enrolled in this service, please call (800) 748-6907 if you would like to revoke your consent, wish to receive a paper copy of the information above, or need to update your e-mail address. You may opt out of electronic delivery at any time.

**Timing of Payments and Transactions**

For withdrawals, including exchanges under Code Section 1035 and other Qualified transfers, from the Variable Investment Options or for death benefit payments attributable to your Variable Account Value, we will normally send the proceeds within 7 calendar days after your request is effective or after the Notice Date, as the case may be. We will normally effect periodic annuity payments on the day that corresponds to the Annuity Date and will make payment on the following Business Day. Payments or transfers may be suspended for a longer period under certain extraordinary circumstances. These include: a closing of the New York Stock Exchange other than on a regular holiday or weekend; a trading restriction imposed by the SEC; or an emergency declared by the SEC. Payments (including fixed annuity payments), withdrawals or transfers from the General Account (including any fixed-rate General Account Investment Option) may be delayed for up to six months after the request is effective. See **THE GENERAL ACCOUNT** for more details.

**Confirmations, Statements and Other Reports to Contract Owners**

Confirmations will be sent out for unscheduled Purchase Payments and transfers, loans, loan repayments, unscheduled partial withdrawals, a full withdrawal and living benefit rider Automatic or Owner Elected Resets/Step-Ups. Periodically, we will send you a statement that provides certain information pertinent to your Contract. These statements disclose Contract Value, Subaccount values, any fixed option values, fees and charges applied to your Contract Value, transactions made and specific Contract data that apply to your Contract. Confirmations of your transactions under the pre-authorized investment program, dollar cost averaging, earnings sweep, portfolio rebalancing, and pre-authorized withdrawal options will appear on your quarterly account statements. Your fourth-quarter statement will contain annual information about your Contract Value and transactions. You may also access these statements online.

If you suspect an error on a confirmation or quarterly statement, you must notify us in writing as soon as possible, preferably within 30 calendar days of receiving the transaction confirmation or, if the transaction is first confirmed on the quarterly statement, within 30 calendar days of receiving the quarterly statement. When you write, tell us your name, contract number and a description of the suspected error.

**Contract Owner Mailings**. To help reduce expenses, environmental waste and the volume of mail you receive, only one copy of Contract Owner documents (such as the prospectus, supplements, announcements, and each annual and semi-annual report) may be mailed to Contract Owners who share the same household address (Householding). If you are already participating, you may opt out by contacting us. Please allow 30 calendar days for regular delivery to resume. You may also elect to participate in Householding by writing or calling us. The current documents are available on our website any time or an individual copy of any of these documents may be requested – see the last page of this Prospectus for more information.

**Distribution Arrangements**

PSD, a broker-dealer and an affiliate of ours, pays various forms of sales compensation to broker-dealers (including other affiliates) that solicit applications for the Contracts. PSD also may reimburse other expenses associated with the promotion and solicitation of applications for the Contracts.

We offer the Contracts for sale through broker-dealers that have entered into selling agreements with PSD. Broker-dealers sell the Contracts through their financial professionals. PSD pays compensation to broker-dealers for the promotion and sale of the Contracts. The individual financial professional who sells you a Contract typically will receive a portion of the compensation, under the financial professional's own arrangement with his or her broker-dealer. Broker-dealers may generally receive aggregate commissions of up to 7.50% of your aggregate Purchase Payments. Under certain circumstances where PSD pays lower initial commissions, certain broker dealers that solicit applications for Contracts may be paid an ongoing persistency trail commission (sometimes called a residual) which will take into account, among other things, the Account Value and the length of time Purchase Payments have been held under a Contract. A trail commission is not anticipated to exceed 1.25%, on an annual basis, of the Account Value considered in connection with the trail commission.

We may also provide compensation to broker-dealers for providing ongoing service in relation to Contracts that have already been purchased.

*Additional Compensation and Revenue Sharing*

To the extent permitted by SEC and FINRA rules and other applicable laws and regulations, selling broker-dealers may receive additional payments in the form of cash, other special compensation or reimbursement of expenses, sometimes called "revenue sharing". These additional compensation or reimbursement arrangements may include, for example, payments in connection with the firm's "due diligence" examination of the contracts, payments for providing conferences or seminars, sales or training programs for invited financial professionals and other employees, payments for travel expenses, including lodging, incurred by financial professionals and other employees for such seminars or training programs, seminars for the public, advertising and sales campaigns regarding the Contracts, and payments to assist a firm in connection with its administrative systems, operations and marketing expenses and/or other events or activities sponsored by the firms. Subject to applicable FINRA rules and other applicable laws and regulations, PSD and its affiliates may contribute to, as well as sponsor, various educational programs, or promotions in which participating firms and their salespersons may receive prizes such as merchandise, cash, or other awards. Such additional compensation may give us greater access to financial professionals of the broker-dealers that receive such compensation or may otherwise influence the way that a broker-dealer and financial professional market the Contracts.

These arrangements may not be applicable to all firms, and the terms of such arrangements may differ between firms. We provide additional information on special compensation or reimbursement arrangements involving selling firms and other financial institutions in the Statement of Additional Information, which is available upon request. Any such compensation will not result in any additional direct charge to you by us.

The compensation and other benefits provided by PSD or its affiliates may be more or less than the overall compensation on similar or other products. This may influence your financial professional or broker-dealer to present this Contract over other investment vehicles available in the marketplace. You may ask your financial professional about these differing and divergent interests, how he/she is personally compensated and how his/her broker-dealer is compensated for soliciting applications for the Contract.

**Service Arrangements**

We have entered into administrative and/or services agreements with certain Funds, or Fund affiliates, which pay us for administrative and other services, including, but not limited to, certain communications and support services. The fees are based on an annual percentage of average daily net assets of certain Funds purchased by us at Contract Owner's instructions. Currently, the fees received do not exceed an annual percentage of 0.25% and each Fund (or Fund affiliate) may not pay the same annual percentage (some may pay significantly less). Because we receive such fees, we may be subject to competing interests in making these Funds available as Investment Options under the Contracts.

American Funds Insurance Series pays us for each American Fund Insurance Series portfolio (Class 4 and Class P2) held by our separate accounts. BlackRock Distributors, Inc. pays us for each BlackRock Variable Series Funds, Inc. portfolio (Class I and Class III) held by our separate accounts. Fidelity Distributors Corporation pays us for each Fidelity® Variable Insurance Products Fund portfolio (Service Class and Service Class 2) held by our separate accounts. First Trust Variable Insurance Trust and First Trust Advisors L.P. pay us for each First Trust Variable Insurance Trust portfolio (Class I) held by our separate accounts. Franklin Templeton Services, LLC pays us for each Franklin Templeton Variable Insurance Products Trust portfolio (Class 2 and Class 4) held by our separate accounts. Invesco Advisers, Inc. and its affiliates pay us for each AIM Variable Insurance Funds (Invesco Variable

Insurance Funds) portfolio (Series II) held by our separate accounts Delaware Distributors, LP. pays us for each Ivy Variable Insurance Portfolio (Class II) held by our separate accounts. Janus Henderson Investors US LLC, pays us for each Janus Aspen Series portfolio (Service Shares) held by our separate accounts. Lord Abbett Series Fund, Inc. pays us for each Lord Abbett Series Fund, Inc. portfolio (Class VC) held by our separate accounts. Lincoln Financial Distributors, Inc. pays us for each Lincoln Variable Insurance portfolio (Service Class) held by our separate accounts. Massachusetts Financial Services Company pays us for each MFS Variable Insurance Trust portfolio (Service Class) held by our separate accounts. Pacific Investment Management Company LLC pays us for each PIMCO Variable Insurance Trust portfolio (Advisor Class) held by our separate accounts. VanEck Securities Corporation, pays us for each VanEck VIP Trust portfolio (Class S) held by our separate accounts.

**Replacement of Life Insurance or Annuities**

The term "replacement" has a special meaning in the life insurance industry and is described more fully below. Before you make your purchase decision, we want you to understand how a replacement may impact your existing plan of insurance.

A policy "replacement" occurs when a new policy or contract is purchased and, in connection with the sale, an existing policy or contract is surrendered, lapsed, forfeited, assigned to the replacing insurer, otherwise terminated, or used in a financed purchase. A "financed purchase" occurs when the purchase of a new life insurance policy or annuity contract involves the use of funds obtained from the values of an existing life insurance policy or annuity contract through withdrawal, surrender or loan.

There are circumstances in which replacing your existing life insurance policy or annuity contract can benefit you. As a general rule, however, replacement is not in your best interest. Accordingly, you should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy or contract, and any fees or penalties to terminate your existing policy or contract, to determine whether replacement is in your best interest.

*Reinstatements*

If we are the issuer of a Contract that is being replaced, we will reinstate the original Contract within 60 calendar days of the date of delivery of the replacing contract if the Owner decides to keep the original Contract and:

- we receive notification that the replacing contract has been cancelled, including the date of cancellation, and
- the replacing insurer processes a check and forwards it to us.

The original Contract will be reinstated with its original provisions and the amount of the check will be credited to the Contract on the date that all requirements are received In Proper Form. If any charges or fees were deducted from the Contract Value at the time the Contract was replaced, these charges and fees will be credited to the Contract at the time of the reinstatement. Any charges or fees that were scheduled to be processed between the date that the Contract was replaced and the date we completed the reinstatement will be assessed upon completion of the reinstatement processing.

**Financial Statements**

PL&A's financial statements and the financial statements of Separate Account A of PL&A are incorporated by reference in the Statement of Additional Information to the filed Form N-VPFS.

**Legal Proceedings and Legal Matters**

In the ordinary course of business, we, like other insurance companies, are subject to various legal proceedings (including class actions). It is not possible to predict with certainty the ultimate outcome of any pending legal proceeding, however, at the present time, we believe that we, the Separate Account, and PSD are not involved in any legal proceeding that would have a material adverse effect on the Separate Account, the ability of PSD to perform its duties as distributor, or on our ability to meet our obligations under the Contract.

## THE GENERAL ACCOUNT

**General Information**

All amounts allocated to any fixed option become part of our General Account. We have contracted with Pacific Life to manage our General Account assets, subject to investment policies, objectives, directions, and guidelines established by our Board. You will not share in the investment experience of General Account assets. Unlike the Separate Account, the General Account is subject to liabilities arising from any of our other business. Any guarantees provided for under the contract or through optional riders are backed by and subject to our financial strength and claims-paying ability. You must look to the strength of the insurance company with regard to such guarantees. Payments (including fixed annuity payments), withdrawals or transfers from the General Account (including any fixed-rate General Account Investment Option) may be delayed for up to six months after the request is effective.

Because of exemptive and exclusionary provisions, interests in the General Account under the Contract are not registered under the Securities Act of 1933, as amended, and the General Account has not been registered as an investment company under the 1940 Act. Any interest you have in a fixed option is not subject to these Acts. This disclosure is, however, subject to certain provisions of federal securities laws relating to the accuracy and completeness of statements made in prospectuses.

*Guarantee Terms*

When you allocate any portion of your Purchase Payments or Contract Value to any fixed option, we guarantee you an interest rate (a "Guaranteed Interest Rate") for a specified period of time (a "Guarantee Term"). Guarantee Terms will be offered at our discretion.

Guaranteed Interest Rates for any fixed option may be changed periodically for new allocations. Your allocation will receive the Guaranteed Interest Rate in effect for that fixed option on the effective date of your allocation. All Guaranteed Interest Rates will credit interest daily at a rate that compounds over one year to equal the annual effective rate. The Guaranteed Interest Rate on your fixed option will remain in effect for the Guarantee Term and will never be less than the minimum Guaranteed Interest Rate specified in your Contract.

*Withdrawals and Transfers*

Prior to the Annuity Date, you may withdraw or transfer amounts from any fixed option to one or more of the other Variable Investment Options. No partial withdrawal or transfer may be made from a fixed option within 30 calendar days of the Contract Date. Currently, we are not requiring the 30-day waiting period on partial withdrawals and transfers, but we reserve the right to require the 30-day waiting period on partial withdrawals and transfers in the future. We will provide at least a 30 calendar day prior notice before we enforce the 30-day waiting period on partial withdrawals and transfers. If your withdrawal leaves you with a Net Contract Value of less than $1,000, we have the right, at our option, to terminate your Contract and send you the withdrawal proceeds. However, we will not terminate your Contract if a partial withdrawal reduces the Net Contract Value to an amount less than $1,000 and there is a withdrawal benefit rider in effect.

Amounts transferred or withdrawn from any fixed option may be delayed, as described under **ADDITIONAL INFORMATION – Timing of Payments and Transactions**. Any amount delayed, so long as it is held under any fixed option, will continue to earn interest at the Guaranteed Interest Rate then in effect until that Guarantee Term has ended, and the minimum Guaranteed Interest Rate specified in your Contract thereafter.

**DCA Plus Fixed Option**

Before your Annuity Date, you can allocate all or some of your Purchase Payments to the DCA Plus Fixed Option. The DCA Plus Fixed Option offers you a guaranteed minimum interest rate. You may also use the DCA Plus program, which invests in the DCA Plus Fixed Option, to transfer amounts to the allowable Investment Options to qualify for certain living benefit riders offered under your Contract.

The initial minimum amount that you may allocate to the DCA Plus Fixed Option is $5,000. Currently, we are not enforcing the minimum amount you may allocate to the DCA Plus Fixed Option but we reserve the right to enforce the minimum amount in the future. We will provide at least a 30 calendar day prior notice before we enforce the minimum amount you may allocate to the DCA Plus Fixed Option. You may not transfer any amount to the DCA Plus Fixed Option from any other Investment Option. All Purchase Payments allocated to the DCA Plus Fixed Option will earn interest at the then current Guaranteed Interest Rate declared by us. Different interest rates may apply if the Four-Year Withdrawal Charge Option is elected or for Contracts issued with an optional living benefit and/or death benefit rider.Information regarding the name, terms and minimum Guaranteed Interest Rate, is available in the **appendix FIXED OPTIONS (OFFERED UNDER DCA PLUS) AVAILABLE UNDER THE CONTRACT.**

The DCA Plus Fixed Option Value on any Business Day is the DCA Plus Fixed Option Value on the prior Business Day, increased by any additions to the DCA Plus Fixed Option on that Business Day as a result of any:

- interest, plus
- Purchase Payments allocated to the DCA Plus Fixed Option, plus
- any additional amounts allocated to the DCA Plus Fixed Option,

and decreased by any deductions from the DCA Plus Fixed Option on that Business Day as a result of any;

- transfers, including transfers to the Loan Account,
- withdrawals, including any applicable withdrawal charges,
- amounts applied to provide an annuity,
- annual fees, and
- charges for premium taxes and/or other taxes.

The DCA Plus program will automatically terminate at the end of your DCA Plus Guarantee Term, or upon the earliest of:

- the date death benefit proceeds become payable under the Contract,
- the date you transfer the entire amount from the DCA Plus Fixed Option to another Investment Option,
- the date the Contract is terminated, or
- the Annuity Date.

At the end of the DCA Plus program, upon receipt of an additional Purchase Payment that satisfies our minimum allocation requirements, you may request, In Proper Form, a new DCA Plus program.

We reserve the right to change the terms and conditions of the DCA Plus program, but not a DCA Plus program you already have in effect.

*Guarantee Terms*

Currently, you can choose a Guarantee Term of up to 24 months, depending on what Guarantee Terms we offer. Please contact us for the Guarantee Terms currently available. The Business Day that the first Purchase Payment allocation is made to the DCA Plus Fixed Option will begin your Guarantee Term. Monthly transfers will occur on the same Business Day of each month thereafter to the Variable Investment Options that you selected. The amount transferred each month is equal to your DCA Plus Fixed Option Value on that Business Day divided by the remaining number of monthly transfers in the Guarantee Term.

*Example:* On May 1, you submit a $10,000 Purchase Payment entirely to the DCA Plus Fixed Option at a then current Guaranteed Interest Rate of 5.00% with a Guarantee Term of 6 months. On June 1, the value of the DCA Plus Fixed Option is $10,041.52. On June 1, a transfer equal to $1,673.59 ($10,041.52 / 6) will be made according to your DCA Plus transfer instructions. Your remaining DCA Plus Fixed Option Value after the transfer is $8,367.94. On July 1, your DCA Plus Fixed Option has now increased to $8,401.56. We will transfer $1,680.31 ($8,401.56 / 5) to the Variable Investment Options, leaving a remaining value of $6,721.25 in the DCA Plus Fixed Option.

During the Guarantee Term, you can allocate all or a part of any additional Purchase Payments to the DCA Plus Fixed Option. Additional allocations must be at least $250. Each additional allocation will be transferred to the Variable Investment Options you select over the remaining Guarantee Term. Transfers will be made from the DCA Plus Fixed Option Value attributed to the oldest Investment allocation and each subsequent Purchase Payment in the order received.

*Example:* (using the previous example): On July 15, an additional $5,000 Purchase Payment is allocated to the DCA Plus Option at a Guaranteed Interest Rate of 4.00%. On August 1, your DCA Plus Fixed Option Value has increased to $11,758.30. An amount equal to $2,939.58 ($11,758.30 / 4) is transferred from the DCA Plus Fixed Option to the Variable Investment Options. The remaining DCA Plus Fixed Option Value is $8,818.72.

*Transfers*

DCA Plus transfers must be made on a monthly basis to the Variable Investment Options. No transfers to the DCA Plus Fixed Option may be made at any time. You cannot choose to transfer other than monthly. Unless otherwise instructed, any additional Purchase Payment we receive during a Guarantee Term will be allocated to the Investment Options, including the DCA Plus Fixed Option if so indicated, according to your most recent allocation instructions.

If the Owner dies while transfers are being made from the DCA Plus Fixed Option and the surviving spouse of the deceased Owner elects to continue the Contract in accordance with its terms, transfers will continue to be made from the DCA Plus Fixed Option to the selected Variable Investment Options, until the Guarantee Term ends.

DCA Plus Fixed Option interest is compounded annually and credited to your Contract daily. The Guaranteed Interest Rate is credited on a declining balance as money is transferred from the DCA Plus Fixed Option to the selected Variable Investment Options. The equivalent annual rate reflects the amount of interest that will be transferred to selected Variable Investment Options over the entire Guarantee Term divided by the amount originally invested in the DCA Plus Fixed Option.

*Example:* On May 1, you submit a $10,000 Purchase Payment entirely to the DCA Plus Fixed Option at a then current Guaranteed Interest Rate of 4.00% with a Guarantee Term of 12 months. Over the entire Guarantee Term, $216.33 of interest is transferred to the selected Variable Investment Options. The equivalent annual rate will equal 2.16% during the Guarantee Term.

## APPENDIX: INVESTMENT OPTIONS AVAILABLE UNDER THE CONTRACT

The following is a list of Investment Options available under the Contract. More information about the Funds is available in the prospectuses for the Funds, which may be amended from time to time and can be found online at https://pacificlife.onlineprospectus.net/pacificlife/products/. You can also request this information at no cost by calling (833) 455-0901 or by sending an email request to Prospectuses@PacificLife.com. Certain Investment Options may not be available depending on the broker-dealer through which the Contract is sold. **See APPENDIX: FINANCIAL INTERMEDIARY VARIATIONS** in this Prospectus for more information. For information about which Funds are available to you, please contact your financial professional or call us at the number above.

Depending on the optional benefits you choose, you may not be able to invest in certain Funds. See the **Living Benefit Investment Allocation Requirements** section after the Fund table below.

The current expenses and performance information below reflects fees and expenses of the Funds, but do not reflect the other fees and expenses that your Contract may charge. Expenses would be higher and performance would lower if these other charges were included. Each Fund's past performance is not necessarily an indication of future performance.

| **Investment Objective** | **Fund**; Advisor (Subadvisor) | **Current Expenses** | **Average Annual Total Returns (as of 12/31/2025)** | | |
|---|---|---|---|---|---|
| | | | **1 Year** | **5 Year** | **10 Year** |
| Provide you with a high level of current income. Its secondary investment objective is capital appreciation. | **American Funds IS American High-Income Trust Class 4**; Capital Research and Management Company℠ | 0.87%[1] | 7.93% | 5.33% | 6.68% |
| Provide high total return (including income and capital gains) consistent with preservation of capital over the long term. | **American Funds IS Asset Allocation Fund Class 4**; Capital Research and Management Company℠ | 0.79% | 15.59% | 8.70% | 9.50% |
| The fund has two primary investment objectives. It seeks (1) to provide a level of current income that exceeds the average yield on U.S. stocks generally and (2) to provide a growing stream of income over the years. Secondary objective is to provide growth of capital. | **American Funds IS Capital Income Builder® Class 4**; Capital Research and Management Company℠ | 0.77%[1] | 20.16% | 8.82% | 7.32% |
| Provide, over the long term, with a high level of total return consistent with prudent investment management. Total return comprises the income generated by the fund and the changes in the market value of the fund's investments. | **American Funds IS Capital World Bond Fund Class 4**; Capital Research and Management Company℠ | 0.98% | 9.03% | -2.76% | 0.97% |
| Provide you with long-term growth of capital while providing current income. | **American Funds IS Capital World Growth and Income Fund Class 4**; Capital Research and Management Company℠ | 0.91%[1] | 24.46% | 10.01% | 10.74% |

| Investment Objective | Fund; Advisor (Subadvisor) | Current Expenses | Average Annual Total Returns (as of 12/31/2025) | | |
|---|---|---|---|---|---|
| | | | 1 Year | 5 Year | 10 Year |
| Provide long-term growth of capital. | **American Funds IS EUPAC Fund Class 4** (formerly American Funds IS International Fund); Capital Research and Management Company℠ | 0.97%[1] | 26.41% | 3.14% | 6.73% |
| Seeks the balanced accomplishment of three objectives: long-term growth of capital, conservation of principal and current income. | **American Funds IS Global Balanced Fund Class 4**; Capital Research and Management Company℠ | 1.01%[1] | 16.96% | 5.85% | 7.43% |
| Provide long-term growth of capital. | **American Funds IS Global Growth Fund Class 4**; Capital Research and Management Company℠ | 0.90%[1] | 21.34% | 7.97% | 11.89% |
| Provide growth of capital. | **American Funds IS Growth Fund Class 4**; Capital Research and Management Company℠ | 0.83% | 19.93% | 13.09% | 17.67% |
| Seeks to provide long-term growth of capital and income. | **American Funds IS Growth-Income Fund Class 4**; Capital Research and Management Company℠ | 0.78% | 17.77% | 13.62% | 13.63% |
| Provide long-term growth of capital while providing current income. | **American Funds IS International Growth and Income Fund Class 4**; Capital Research and Management Company℠ | 1.06% | 35.09% | 7.42% | 7.54% |
| Provide high total return (including income and capital gains) consistent with preservation of capital over the long term while seeking to manage volatility and provide downside protection. | **American Funds IS Managed Risk Asset Allocation Fund Class P2**; Capital Research and Management Company℠ | 0.90% | 11.67% | 6.43% | 7.17% |
| Provide long-term capital appreciation. | **American Funds IS New World Fund® Class 4**; Capital Research and Management Company℠ | 1.07%[1] | 27.92% | 5.06% | 8.98% |

| Investment Objective | Fund; Advisor (Subadvisor) | Current Expenses | Average Annual Total Returns (as of 12/31/2025) | | |
|---|---|---|---|---|---|
| | | | 1 Year | 5 Year | 10 Year |
| Provide long-term growth of capital. | **American Funds IS SMALLCAP World Fund Class 4** (formerly American Funds IS Global Small Capitalization Fund); Capital Research and Management Company℠ | 1.15%[1] | 14.33% | 0.23% | 6.96% |
| Provide as high a level of current income as is consistent with the preservation of capital. | **American Funds IS The Bond Fund of America Class 4**; Capital Research and Management Company℠ | 0.72%[1] | 6.98% | -0.38% | 2.11% |
| Provide a high level of current income consistent with prudent investment risk and preservation of capital. | **American Funds IS U.S. Government Securities Fund Class 4**; Capital Research and Management Company℠ | 0.75%[1] | 7.54% | -0.49% | 1.45% |
| Produce income and to provide an opportunity for growth of principal consistent with sound common stock investing. | **American Funds IS Washington Mutual Investors Fund Class 4**; Capital Research and Management Company℠ | 0.75%[1] | 16.90% | 13.60% | 12.08% |
| Seeks to provide total return. | **BlackRock 60/40 Target Allocation ETF V.I. Fund Class I**; BlackRock Advisors, LLC | 0.33%[1] | 15.68% | 7.33% | 8.74% |
| Seeks high total investment return. | **BlackRock Global Allocation V.I. Fund Class III**; BlackRock Advisors, LLC | 1.01%[1] | 19.51% | 5.51% | 7.33% |
| Seeks long-term capital appreciation. | **Fidelity® VIP Contrafund® Portfolio Service Class 2**; Fidelity Management & Research Company LLC | 0.79% | 21.24% | 15.08% | 15.49% |
| Seeks high total return. | **Fidelity® VIP FundsManager® 60% Portfolio Service Class 2**; Fidelity Management & Research Company LLC | 0.78%[1] | 15.51% | 6.52% | 8.03% |
| Seeks as high a level of current income as is consistent with preservation of capital and liquidity. | **Fidelity® VIP Government Money Market Portfolio Service Class**; Fidelity Management & Research Company LLC | 0.35% | 4.03% | 3.02% | 1.95% |

| Investment Objective | **Fund**; Advisor (Subadvisor) | Current Expenses | Average Annual Total Returns (as of 12/31/2025) | | |
|---|---|---|---|---|---|
| | | | 1 Year | 5 Year | 10 Year |
| Seeks a high level of current income. The fund may also seek capital appreciation. | **Fidelity® VIP Strategic Income Portfolio Service Class 2**; Fidelity Management & Research Company LLC | 0.88% | 8.58% | 2.79% | 4.40% |
| Seeks to provide total return. | **First Trust Dorsey Wright Tactical Core Portfolio Class I**; First Trust Advisors L.P. | 1.28% [1] | 9.69% | 5.34% | 6.63% |
| Seeks to provide total return by allocating among dividend-paying stocks and investment grade bonds. | **First Trust/Dow Jones Dividend & Income Allocation Portfolio Class I**; First Trust Advisors L.P. | 1.18% | 5.30% | 3.98% | 6.68% |
| Seeks capital appreciation, with income as a secondary goal. | **Franklin Allocation VIP Fund Class 4**; Franklin Advisers, Inc. | 0.92% [1] | 12.53% | 5.59% | 7.19% |
| To maximize income while maintain prospects for capital appreciation. | **Franklin Income VIP Fund Class 2**; Franklin Advisers, Inc. | 0.72% | 12.56% | 7.66% | 7.30% |
| Seeks capital appreciation. | **Franklin Mutual Global Discovery VIP Fund Class 2**; Franklin Mutual Advisers, LLC | 1.16% | 23.34% | 12.00% | 8.52% |
| Seeks long-term capital appreciation, with preservation of capital as an important consideration. | **Franklin Rising Dividends VIP Fund Class 2**; Franklin Advisers, Inc. | 0.89% | 11.80% | 9.50% | 12.10% |
| Long-term capital appreciation. | **Invesco V.I. American Value Fund Series II**; Invesco Advisers, Inc. | 1.14% | 20.76% | 17.56% | 12.01% |
| Total return with a low to moderate correlation to traditional financial market indices. | **Invesco V.I. Balanced-Risk Allocation Fund Series II**; Invesco Advisers, Inc. | 1.13% [1] | 8.69% | 2.27% | 4.91% |
| Both capital appreciation and current income. | **Invesco V.I. Equity and Income Fund Series II**; Invesco Advisers, Inc. | 0.82% | 12.52% | 8.68% | 8.64% |
| Seeks capital appreciation. | **Invesco V.I. Global Fund Series II**; Invesco Advisers, Inc. | 1.06% | 15.02% | 7.01% | 10.72% |

| Investment Objective | **Fund**; Advisor (Subadvisor) | Current Expenses | Average Annual Total Returns (as of 12/31/2025) | | |
|---|---|---|---|---|---|
| | | | 1 Year | 5 Year | 10 Year |
| Total return through growth of capital and current income. | **Invesco V.I. Global Real Estate Fund Series II**; Invesco Advisers, Inc. | 1.27% | 7.61% | 1.49% | 2.18% |
| Seeks capital appreciation. | **Invesco V.I. International Growth Fund Series II** (formerly Invesco Oppenheimer V.I. International Growth Fund); Invesco Advisers, Inc. | 1.25%[1] | 15.53% | 1.88% | 5.34% |
| Seeks long-term capital growth, consistent with preservation of capital and balanced by current income. | **Janus Henderson Balanced Portfolio Service Shares**; Janus Henderson Investors US LLC | 0.87% | 14.82% | 8.21% | 9.86% |
| Maximum total return, consistent with preservation of capital. | **Janus Henderson Flexible Bond Portfolio Service Shares**; Janus Henderson Investors US LLC | 0.82%[1] | 7.22% | -0.47% | 2.07% |
| Seeks high current income and the opportunity for capital appreciation to produce a high total return. | **Lord Abbett Series Fund - Bond Debenture Portfolio Class VC**; Lord Abbett & Co. LLC | 0.98% | 8.33% | 2.10% | 4.72% |
| Seeks income and capital appreciation to produce a high total return. | **Lord Abbett Series Fund - Total Return Portfolio Class VC**; Lord Abbett & Co. LLC | 0.71% | 7.19% | 0.06% | 2.27% |
| Seeks long-term capital growth. Income is a secondary objective. | **LVIP American Century Mid Cap Value Service Class**[2]; Lincoln Financial Investments Corporation ("LFI") (American Century Investment Management, Inc.) | 1.01%[1] | 8.83% | 8.72% | 8.96% |
| Seeks total return. | **MFS Utilities Series – Service Class**; Massachusetts Financial Services Company | 1.03%[1] | 14.76% | 7.38% | 9.22% |
| Seeks total return. | **MFS® Total Return Series – Service Class**; Massachusetts Financial Services Company | 0.86%[1] | 10.91% | 6.16% | 7.36% |
| Seeks to provide total return. | **Nomura VIP Asset Strategy Series Service Class** (formerly Macquarie VIP Asset Strategy Series); Delaware Management Company | 0.77%[1] | 16.66% | 7.07% | 7.84% |

| Investment Objective | **Fund**; Advisor (Subadvisor) | Current Expenses | Average Annual Total Returns (as of 12/31/2025) | | |
|---|---|---|---|---|---|
| | | | 1 Year | 5 Year | 10 Year |
| Seeks to provide capital growth and appreciation. | **Nomura VIP Energy Series Service Class** (formerly Macquarie VIP Energy Series); Delaware Management Company | 1.10%[1] | 11.89% | 18.61% | 1.74% |
| Seeks capital appreciation. | **Pacific Select Fund Bond Plus Portfolio Class I**; Pacific Life Fund Advisors, LLC | 0.66%[1] | 7.16% | N/A | N/A |
| Seeks capital appreciation. | **Pacific Select Fund Capital Appreciation Portfolio Class I**; Pacific Life Fund Advisors, LLC | 0.95%[1] | N/A | N/A | N/A |
| Seeks a high level of current income; capital appreciation is of secondary importance. | **Pacific Select Fund Core Income Portfolio Class I**; Pacific Life Fund Advisors LLC (Aristotle Pacific Capital LLC) | 0.75% | 6.73% | 0.66% | 3.13% |
| Seeks to maximize total return consistent with prudent investment management. | **Pacific Select Fund Diversified Bond Portfolio Class I**; Pacific Life Fund Advisors LLC (Loomis Sayles & Company, L.P.) | 0.65% | 7.85% | -1.95% | 2.27% |
| Seeks dividend income and long-term capital appreciation. | **Pacific Select Fund Dividend Growth Portfolio Class I**; Pacific Life Fund Advisors LLC (T. Rowe Price Associates, Inc.) | 0.88%[1] | 14.39% | 10.57% | 12.37% |
| Seeks to maximize total return consistent with prudent investment management. | **Pacific Select Fund Emerging Markets Debt Portfolio Class I**; Pacific Life Fund Advisors LLC (Principal Global Investors, LLC) | 1.04%[1] | 15.68% | 3.42% | 5.13% |
| Seeks long-term growth of capital. | **Pacific Select Fund Emerging Markets Portfolio Class I**; Pacific Life Fund Advisors LLC (Goldman Sachs Asset Management, L.P.) | 1.07%[1] | 33.37% | -0.39% | 6.18% |
| Seeks investment results that correspond to the total return of common stocks that are publicly traded in the U.S. | **Pacific Select Fund Equity Index Portfolio Class I**; Pacific Life Fund Advisors LLC (BlackRock Investment Management, LLC) | 0.29% | 17.55% | 14.12% | 14.49% |

| Investment Objective | Fund; Advisor (Subadvisor) | Current Expenses | Average Annual Total Returns (as of 12/31/2025) | | |
|---|---|---|---|---|---|
| | | | 1 Year | 5 Year | 10 Year |
| Seeks a high level of current income. | **Pacific Select Fund Floating Rate Income Portfolio Class I**; Pacific Life Fund Advisors LLC (Aristotle Pacific Capital LLC) | 0.95% | 6.30% | 6.10% | 5.52% |
| Seeks long-term growth of capital. | **Pacific Select Fund Focused Growth Portfolio Class I**; Pacific Life Fund Advisors LLC (Janus Henderson Investors US LLC) | 0.97% | 17.95% | 10.55% | 15.71% |
| Seeks long-term growth of capital. | **Pacific Select Fund Growth Portfolio Class I**; Pacific Life Fund Advisors LLC (MFS Investment Management) | 0.79% | 12.01% | 11.19% | 15.58% |
| Seeks long-term growth of capital. | **Pacific Select Fund Health Sciences Portfolio Class I**; Pacific Life Fund Advisors LLC (BlackRock Investment Management, LLC) | 1.15% | 16.29% | 5.78% | 9.55% |
| Seeks to provide capital appreciation. | **Pacific Select Fund Hedged Equity Portfolio Class I**; Pacific Life Fund Advisors LLC (JPMorgan Investment Management, Inc.) | 0.86% | 7.11% | N/A | N/A |
| Seeks a high level of current income. | **Pacific Select Fund High Yield Bond Portfolio Class I**; Pacific Life Fund Advisors LLC (Aristotle Pacific Capital LLC) | 0.65% | 7.27% | 4.04% | 5.86% |
| Seeks to maximize total return consistent with prudent investment management. | **Pacific Select Fund Inflation Managed Portfolio Class I**; Pacific Life Fund Advisors LLC (Pacific Investment Management Company LLC) | 1.30% | 7.99% | 1.31% | 3.26% |
| Seeks to maximize total return. | **Pacific Select Fund Intermediate Bond Portfolio Class I**; Pacific Life Fund Advisors LLC (JPMorgan Investment Management, Inc.) | 0.65% | 7.08% | N/A | N/A |

| Investment Objective | **Fund**; Advisor (Subadvisor) | Current Expenses | Average Annual Total Returns (as of 12/31/2025) | | |
|---|---|---|---|---|---|
| | | | 1 Year | 5 Year | 10 Year |
| Seeks capital appreciation. | **Pacific Select Fund International Equity Plus Bond Alpha Portfolio Class I**; Pacific Life Fund Advisors, LLC | 0.67%[1] | 32.53% | N/A | N/A |
| Seeks long-term growth of capital. | **Pacific Select Fund International Growth Portfolio Class I**; Pacific Life Fund Advisors LLC (ClearBridge Investments, LLC) | 0.99% | 22.68% | N/A | N/A |
| Seeks long-term growth of capital. | **Pacific Select Fund International Large-Cap Portfolio Class I**; Pacific Life Fund Advisors LLC (MFS Investment Management) | 1.00%[1] | 22.58% | 7.98% | 8.86% |
| Seeks long-term growth of capital. | **Pacific Select Fund International Small-Cap Portfolio Class I**; Pacific Life Fund Advisors LLC (FIAM, LLC.) | 1.12%[1] | 23.41% | 6.23% | 6.46% |
| Seeks long-term capital appreciation primarily through investment in equity securities of corporations domiciled in countries with developed economies and markets other than the U.S. Current income from dividends and interest will not be an important consideration. | **Pacific Select Fund International Value Portfolio Class I**; Pacific Life Fund Advisors LLC (Wellington Management Company LLP) | 0.91% | 47.74% | 17.00% | 9.71% |
| Seeks long-term growth of capital. | **Pacific Select Fund Large-Cap Core Portfolio Class I**; Pacific Life Fund Advisors LLC (JPMorgan Investment Management, Inc.) | 0.69% | 14.43% | 12.82% | 12.76% |
| Seeks long-term growth of capital; current income is of secondary importance. | **Pacific Select Fund Large-Cap Growth Portfolio Class I**; Pacific Life Fund Advisors LLC (FIAM, LLC) | 0.87%[1] | 15.39% | 10.20% | 15.08% |

| Investment Objective | **Fund**; Advisor (Subadvisor) | Current Expenses | Average Annual Total Returns (as of 12/31/2025) | | |
|---|---|---|---|---|---|
| | | | **1 Year** | **5 Year** | **10 Year** |
| Seeks capital appreciation. | **Pacific Select Fund Large-Cap Plus Bond Alpha Portfolio Class I**; Pacific Life Fund Advisors, LLC | 0.66%[1] | 18.31% | N/A | N/A |
| Seeks long-term growth of capital; current income is of secondary importance. | **Pacific Select Fund Large-Cap Value Portfolio Class I**; Pacific Life Fund Advisors LLC (Newton Investment Management North America, LLC ("BNY Newton")) | 0.82%[1] | 9.97% | 9.95% | 9.80% |
| Seeks long-term growth of capital. | **Pacific Select Fund Mid-Cap Growth Portfolio Class I**; Pacific Life Fund Advisors LLC (Federated MDTA LLC) | 0.89%[1] | 2.22% | 0.25% | 11.07% |
| Seeks capital appreciation. | **Pacific Select Fund Mid-Cap Plus Bond Alpha Portfolio Class I** (formerly called Pacific Select Fund Mid-Cap Equity Portfolio Class I); Pacific Life Fund Advisors LLC (Fidelity Diversifying Solutions LLC) | 0.66%[1] | 9.01% | 6.84% | 11.04% |
| Seeks long-term growth of capital. | **Pacific Select Fund Mid-Cap Value Portfolio Class I**; Pacific Life Fund Advisors LLC (Boston Partners Global Investors, Inc.) | 0.95% | 11.15% | 10.95% | 10.09% |
| Seeks high, long-term growth of capital. | **Pacific Select Fund Pacific Dynamix – Aggressive Growth Portfolio Class I**; Pacific Life Fund Advisors LLC | 0.59%[1] | 18.94% | N/A | N/A |
| Seeks current income and moderate growth of capital. | **Pacific Select Fund Pacific Dynamix – Conservative Growth Portfolio Class I**; Pacific Life Fund Advisors LLC | 0.59%[1] | 11.93% | 4.34% | 6.11% |
| Seeks moderately high, long-term growth of capital with low, current income. | **Pacific Select Fund Pacific Dynamix – Growth Portfolio Class I**; Pacific Life Fund Advisors LLC | 0.59%[1] | 16.49% | 8.13% | 9.71% |

| Investment Objective | **Fund**; Advisor (Subadvisor) | Current Expenses | Average Annual Total Returns (as of 12/31/2025) | | |
|---|---|---|---|---|---|
| | | | 1 Year | 5 Year | 10 Year |
| Seeks long-term growth of capital and low to moderate income. | **Pacific Select Fund Pacific Dynamix – Moderate Growth Portfolio Class I**; Pacific Life Fund Advisors LLC | 0.59%[1] | 13.94% | 6.51% | 8.09% |
| Seeks high, long-term capital appreciation. | **Pacific Select Fund Portfolio Optimization Aggressive-Growth Portfolio Class I**; Pacific Life Fund Advisors LLC | 0.94% | 17.08% | 7.80% | 9.06% |
| Seeks current income and preservation of capital. | **Pacific Select Fund Portfolio Optimization Conservative Portfolio Class I**; Pacific Life Fund Advisors LLC | 0.92% | 9.95% | 2.42% | 4.12% |
| Seeks moderately high, long-term capital appreciation with low, current income. | **Pacific Select Fund Portfolio Optimization Growth Portfolio Class I**; Pacific Life Fund Advisors LLC | 0.93% | 15.31% | 6.68% | 8.22% |
| Seeks long-term growth of capital and low to moderate income. | **Pacific Select Fund Portfolio Optimization Moderate Portfolio Class I**; Pacific Life Fund Advisors LLC | 0.91% | 13.27% | 5.71% | 7.18% |
| Seeks current income and moderate growth of capital. | **Pacific Select Fund Portfolio Optimization Moderate-Conservative Portfolio Class I**; Pacific Life Fund Advisors LLC | 0.92% | 12.06% | 4.06% | 5.69% |
| Seeks long-term growth of capital and low to moderate income. | **Pacific Select Fund PSF Avantis Balanced Allocation Portfolio Class I** (formerly called Class D); Pacific Life Fund Advisors LLC | 0.68% | 15.22% | 6.95% | 7.99% |
| Seeks capital appreciation. | **Pacific Select Fund QQQ Plus Bond Alpha Portfolio Class I**; Pacific Life Fund Advisors, LLC (Fidelity Diversifying Solutions LLC) | 0.64%[1] | 20.44% | N/A | N/A |
| Seeks current income and long-term capital appreciation. | **Pacific Select Fund Real Estate Portfolio Class I**; Pacific Life Fund Advisors LLC (Principal Real Estate Investors LLC) | 1.01%[1] | 2.12% | 5.30% | 5.29% |

| Investment Objective | **Fund**; Advisor (Subadvisor) | Current Expenses | Average Annual Total Returns (as of 12/31/2025) | | |
|---|---|---|---|---|---|
| | | | **1 Year** | **5 Year** | **10 Year** |
| Seeks current income; capital appreciation is of secondary importance. | **Pacific Select Fund Short Duration Bond Portfolio Class I**; Pacific Life Fund Advisors LLC (T. Rowe Price Associates, Inc.) | 0.65% | 5.42% | 1.95% | 2.17% |
| Seeks long-term growth of capital. | **Pacific Select Fund Small-Cap Equity Portfolio Class I**; Pacific Life Fund Advisors LLC (Franklin Mutual Advisers, LLC & BlackRock Investment Management, LLC) | 0.92%[1] | 7.83% | 8.03% | 9.03% |
| Seeks capital appreciation; no consideration is given to income. | **Pacific Select Fund Small-Cap Growth Portfolio Class I**; Pacific Life Fund Advisors LLC (Goldman Sachs Asset Management) | 0.86% | 11.99% | -0.58% | 10.33% |
| Seeks investment results that correspond to the total return of an index of small-capitalization companies. | **Pacific Select Fund Small-Cap Index Portfolio Class I**; Pacific Life Fund Advisors LLC (BlackRock Investment Management, LLC) | 0.57% | 12.22% | 5.49% | 8.99% |
| Seeks capital appreciation. | **Pacific Select Fund Small-Cap Plus Bond Alpha Portfolio Class I**; Pacific Life Fund Advisors, LLC | 0.70%[1] | 12.49% | N/A | N/A |
| Seeks long-term growth of capital. | **Pacific Select Fund Small-Cap Value Portfolio Class I**; Pacific Life Fund Advisors LLC (Avantis Investors by American Century) | 0.84%[1] | 5.70% | 6.37% | 7.36% |
| Seeks long-term growth of capital. | **Pacific Select Fund Technology Portfolio Class I**; Pacific Life Fund Advisors LLC (FIAM LLC) | 1.05%[1] | 22.65% | 13.53% | 17.45% |
| Seeks to maximize total return consistent with prudent investment management. | **Pacific Select Fund Total Return Portfolio Class I** (formerly called Pacific Select Fund Managed Bond Portfolio Class I); Pacific Life Fund Advisors LLC (Pacific Investment Management Company LLC) | 1.07% | 8.98% | 0.27% | 2.47% |

| **Investment Objective** | **Fund**; Advisor (Subadvisor) | **Current Expenses** | **Average Annual Total Returns (as of 12/31/2025)** | | |
|---|---|---|---|---|---|
| | | | **1 Year** | **5 Year** | **10 Year** |
| Seeks to provide long-term total return from a combination of income and capital gains. | **Pacific Select Fund Value Advantage Portfolio Class I**; Pacific Life Fund Advisors LLC (JPMorgan Investment Management, Inc.) | 0.89%[1] | 9.57% | 11.52% | 9.94% |
| Seeks long-term growth of capital. | **Pacific Select Fund Value Portfolio Class I**; Pacific Life Fund Advisors LLC (Putnam Investment Management, LLC) | 0.87%[1] | 20.39% | 10.73% | 8.89% |
| Seeks maximum real return, consistent with prudent investment management. | **PIMCO CommodityRealReturn® Strategy Portfolio – Advisor Class**; Pacific Investment Management Company, LLC | 3.29%[1] | 18.85% | 10.47% | 6.43% |
| Seeks to maximize current income. Long-term capital appreciation is a secondary objective. | **PIMCO Income Portfolio – Advisor Class**; Pacific Investment Management Company, LLC | 1.02% | 10.08% | 3.31% | N/A |
| Seeks high current income, consistent with preservation of capital, with capital appreciation as a secondary consideration. | **Templeton Global Bond VIP Fund Class 2**; Franklin Advisers, Inc. | 0.75%[1] | 15.73% | -0.96% | -0.15% |
| Seeks long-term capital appreciation by investing primarily in global resource securities. Income is a secondary consideration. | **VanEck VIP Global Resources Fund Class S**; Van Eck Associates Corporation | 1.32% | 36.17% | 10.24% | 8.06% |

[1]To help limit Fund expenses, Fund advisers have contractually agreed to reduce investment advisory fees or otherwise reimburse certain of their Funds which reflect temporary fee reductions. There can be no assurance that Fund expense waivers or reimbursements will be extended beyond their current terms as outlined in each Fund prospectus, and they may not cover certain expenses such as extraordinary expenses. **See each Fund prospectus for complete information regarding these arrangements.**

[2]Effective May 1, 2026, transfer requests and premium allocations designated to this Investment Option are no longer accepted. If you were invested in this option prior to the effective date, you may continue to allocate premiums to this option. If at any time, you reduce your investment in this fund to $0, you will not be able to invest in this fund again in the future.

**FIXED OPTIONS (OFFERED UNDER DCA PLUS) AVAILABLE UNDER THE CONTRACT**

*The following is a list of Fixed Options currently available under the Contract. We may change the features of the Fixed Options listed below, offer new Fixed Options, and terminate existing Fixed Options. We will provide you with written notice before we do so.* See **YOUR INVESTMENT OPTIONS** – **Your Fixed Options** in the Prospectus for more information.

| Name | Term | Minimum Guaranteed Interest Rate |
|---|---|---|
| DCA Plus Fixed Option<br><br>*(unregistered fixed option)* | 6 months* | 3% |
| DCA Plus Fixed Option<br><br>*(unregistered fixed option)* | 12 months* | 3% |

* 6 or 12 month terms are currently offered. However, DCA Plus provides a way to transfer amounts monthly from the DCA Plus Fixed Option to one or more Variable Investment Option(s) currently over a period of up to 24 months, depending on what Guarantee Terms we offer. Please contact us for the Guarantee Terms currently available.

The DCA Plus Fixed Option is part of PLIC's General Account assets. These General Account assets include all assets of PLIC other than those held in the Separate Accounts sponsored by PLIC or its affiliates.

Any interest in the Fixed Account is not a security under the Securities Act of 1933 and the Fixed Account is not registered under or regulated by the Investment Company Act of 1940. Accordingly, the Fixed Account is not offered by virtue of the Prospectus. The staff of the SEC does not generally review the disclosure in the Prospectus relating to the Fixed Account. Disclosure regarding the Fixed Account and the General Account may, however, be subject to certain provisions of the Federal securities laws relating to the accuracy and completeness of statements made in the Prospectus.

Investment income from the Fixed Account allocated to us includes compensation for risks borne by us in connection with Fixed Account Contracts. The amount of such investment income allocated to the Contracts will vary from year to year in our sole discretion at such rate or rates as we prospectively declare from time to time.

We guarantee that for the life of the Contract interest credited to your Fixed Option during the Fixed Account Term beginning on the Issue Date will not be accumulated at less than the Minimum Guaranteed Interest Rate allowed by state law. The current Minimum Guaranteed Interest Rate applicable to any Contract will not be less than 1%. We reserve the right to change the rate subject to applicable state law. We will determine any interest we credit to amounts allocated to the Fixed Account in excess of the Minimum Guaranteed Interest Rate at our sole discretion. You assume the risk that interest credited to the Fixed Account may not exceed the Minimum Guaranteed Interest Rate for any given year. We have no specific formula for determining the interest rate. Some factors we may consider are regulatory and tax requirements, general economic trends and competitive factors. See the **DCA Plus Fixed Option** section for additional information.

## LIVING BENEFIT INVESTMENT ALLOCATION REQUIREMENTS

*Investment Allocation Requirements*

At initial purchase and during the entire time that you own an optional living benefit Rider, you must allocate your entire Contract Value to an asset allocation program or Investment Options we make available for these Riders. You may allocate your Contract Value 100% among the allowable Investment Options. You may also use the DCA Plus program to transfer amounts to the Investment Options listed below.

Currently, the allowable Investment Options are as follows:

**Allowable Investment Options**

American Funds IS Asset Allocation Fund

American Funds IS Managed Risk Asset Allocation Fund

BlackRock Global Allocation V.I. Fund

Fidelity® VIP FundsManager 60% Portfolio

First Trust/Dow Jones Dividend & Income Allocation Portfolio

Franklin Allocation VIP Fund

Invesco V.I. Balanced-Risk Allocation Fund

Janus Henderson Balanced Portfolio

MFS Total Return Series

Nomura VIP Asset Strategy Series

PSF Avantis Balanced Allocation Portfolio

PSF Capital Appreciation Portfolio

PSF Hedged Equity Portfolio

PSF Pacific Dynamix – Conservative Growth Portfolio

PSF Pacific Dynamix – Moderate Growth Portfolio

PSF Portfolio Optimization Conservative Portfolio

PSF Portfolio Optimization Moderate Portfolio

PSF Portfolio Optimization Moderate-Conservative Portfolio

You may transfer your entire Contract Value between allowable Investment Options, subject to certain transfer limitations and availability. See **HOW YOUR PURCHASE PAYMENTS ARE ALLOCATED – Transfers and Market-timing Restrictions**. Keep in mind that you must allocate your *entire* Contract Value *among* the allowable Investment Options. If you do not allocate your *entire* Purchase Payment or Contract Value according to the requirements above, your rider may terminate.

**By adding an optional living benefit Rider to your Contract, you agree to the above referenced investment allocation requirements for the entire period that you own a Rider. These requirements may limit the number of Investment Options that are otherwise available to you under your Contract.**

**We reserve the right to add or remove allowable asset allocation programs or allowable Investment Options at any time. We may make such a change due to a fund reorganization, fund substitution, to help protect our ability to provide the guarantees under these riders (for example, changes in an underlying portfolio's investment objective and principal investment strategies, or changes in general market conditions). If you already invested in an allowable Investment Option, a change to an existing allowable Investment Option will not require you to reallocate or transfer the total amount of Contract Value allocated to an affected Investment Option, except when an underlying portfolio is liquidated by a determination of its Board of Directors or by a fund substitution. If a change is required that will result in a reallocation or transfer of an existing Investment Option, we will provide you with reasonable notice (generally 90 calendar days) prior to the effective date of such change to allow you to reallocate your Contract Value to maintain your rider benefits. If you do not reallocate your Contract Value your rider will terminate**.

**Our right to add or remove allowable asset allocation programs or allowable Investment Options, may limit the number of Investment Options that are available to you under your Contract in the future. We have the right to significantly reduce the number of allowable Investment Options even to a single conservative Investment Option. Please discuss with your financial professional if this Contract is appropriate for you given our right to make changes to the allowable Investment Options.**

**We will send you written notice in the event any transaction made by you will involuntarily cause the rider to terminate for failure to invest according to the investment allocation requirements. However, you will have 30 calendar days starting from the date of our written notice ("30 day period"), to instruct us to take appropriate corrective action to continue participation in an allowable asset allocation program or allowable Investment Options to continue the rider. If you take appropriate corrective action and continue the rider, the rider benefits and features available immediately before the terminating event will remain in effect.**

**Our right to add or remove allowable Investment Options, may limit the number of Investment Options that are available to you under your Contract in the future. We have the right to significantly reduce the number of allowable Investment Options even to a single conservative Investment Option. Please discuss with your financial professional if this Contract is appropriate for you given our right to make changes to the allowable Investment Options.**

Certain of the asset allocation portfolios that are allowable Investment Options, including the Pacific Select Fund asset allocation portfolios, may use futures and options to reduce the portfolios' equity exposure during periods when market indicators suggest high

market volatility. This strategy is designed to reduce the risk of market losses from investing in equity securities. However, this strategy may result in periods of underperformance, including periods when specified benchmark indexes are appreciating but market volatility is high. As a result, your Contract Value may increase less than it would have without these defensive actions.

## APPENDIX: DEATH BENEFIT AMOUNT AND STEPPED-UP DEATH BENEFIT II

## SAMPLE CALCULATIONS

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. They have been provided to assist in understanding the death benefit amount under the Contract and the optional Stepped-Up Death Benefit II and to demonstrate how Purchase Payments and withdrawals made from the Contract may affect the values and benefits. There may be minor differences in the calculations due to rounding. **These examples are not intended to reflect what your actual death benefit proceeds will be or serve as projections of future investment returns nor are they a reflection of how your Contract will actually perform.**

THE EXAMPLES BELOW ASSUME NO OWNER CHANGE OR AN OWNER CHANGE TO THE PREVIOUS OWNER'S SPOUSE

**Death Benefit Amount**

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- A subsequent Purchase Payment of $25,000 is received in Contract Year 3.
- A withdrawal of $35,000 is taken during Contract Year 6.
- A withdrawal of $10,000 is taken during Contract Year 11.

| Beginning of Contract Year | Purchase Payments Received | Withdrawal Amount | Contract Value[1] | Total Adjusted Purchase Payments[1] |
|---|---|---|---|---|
| 1 | $100,000 | | $100,000 | $100,000 |
| 2 | | | $103,000 | $100,000 |
| 3 | | | $106,090 | $100,000 |
| Activity | $25,000 | | $133,468 | $125,000 |
| 4 | | | $134,458 | $125,000 |
| 5 | | | $138,492 | $125,000 |
| 6 | | | $142,647 | $125,000 |
| Activity | | $35,000 | $110,844 | $95,000 |
| 7 | | | $111,666 | $95,000 |
| 8 | | | $103,850 | $95,000 |
| 9 | | | $96,580 | $95,000 |
| 10 | | | $89,820 | $95,000 |
| 11 | | | $83,530 | $95,000 |
| Activity | | $10,000 | $73,530 | $83,629 |
| 12 | | | $68,383 | $83,629 |
| 13 | | | $63,596 | $83,629 |
| 14 Death Occurs | | | $59,144 | $83,629 |

[1]The greater of the Contract Value or the Total Adjusted Purchase Payments represents the Death Benefit Amount.

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

- Total Adjusted Purchase Payment = Initial Purchase Payment = $100,000
- Contract Value = Initial Purchase Payment = $100,000

During Contract Year 3, an additional Purchase Payment of $25,000 was made. The Total Adjusted Purchase Payment amount increased to $125,000. The Contract Value increased to $133,468.

During Contract Year 6, a withdrawal of $35,000 was made. This withdrawal reduced the Total Adjusted Purchase Payment amount on a pro rata basis to $95,000 and decreased the Contract Value to $110,844. Numerically, the new Total Adjusted Purchase Payment amount is calculated as follows:

First, determine the Pro Rata Reduction. The percentage is the withdrawal amount divided by the Contract Value prior to the withdrawal ($145,844, which equals the $110,844 Contract Value after the withdrawal plus the $35,000 withdrawal amount). Numerically, the percentage is 24.00% ($35,000 ÷ $145,844 = 0.2400 or 24.00%).

Second, determine the new Total Adjusted Purchase Payment amount. The Total Adjusted Purchase Payment amount prior to the withdrawal is multiplied by 1 less the Pro Rata Reduction determined above. Numerically, the new Total Adjusted Purchase Payment amount is $95,000 (Total Adjusted Purchase Payment amount prior to the withdrawal × (1 − Pro Rata Reduction); $125,000 × (1 − 24.00%); $125,000 × 76.00% = $95,000).

During Contract Year 11, a withdrawal of $10,000 was made. This withdrawal reduced the Total Adjusted Purchase Payment amount on a pro rata basis to $83,629 and decreased the Contract Value to $73,530. Numerically, the new Total Adjusted Purchase Payment amount is calculated as follows:

First, determine the Pro Rata Reduction. The percentage is the withdrawal amount divided by the Contract Value prior to the withdrawal ($83,530, which equals the $73,530 Contract Value after the withdrawal plus the $10,000 withdrawal amount). Numerically, the percentage is 11.97% ($10,000 ÷ $83,530 = 0.1197 or 11.97%).

Second, determine the new Total Adjusted Purchase Payment amount. The Total Adjusted Purchase Payment amount prior to the withdrawal is multiplied by 1 less the Pro Rata Reduction determined above. Numerically, the new Total Adjusted Purchase Payment amount is $83,629 (Total Adjusted Purchase Payment prior to the withdrawal × (1 − Pro Rata Reduction); $95,000 × (1 − 11.97%); $95,000 × 88.03% = $83,629). Since the Total Adjusted Purchase Payments were greater than the Contract Value at the time of the withdrawal, the Pro Rata Reduction resulted in the Total Purchase Payments being reduced by a greater amount than the withdrawal amount.

During Contract Year 14, death occurs. The Death Benefit Amount will be the Total Adjusted Purchase Payments ($83,629) because that amount is greater than the Contract Value ($59,144).

Using the table above, if death occurred in Contract Year 7, the Death Benefit Amount would be the Contract Value ($111,666) because that amount is greater than the Total Adjusted Purchase Payment of $95,000.

**Stepped-Up Death Benefit II**

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- A subsequent Purchase Payment of $25,000 is received in Contract Year 3.
- A withdrawal of $35,000 is taken during Contract Year 6.
- Annual Step-Ups occur on each of the first 7 Contract Anniversaries.

| Beginning of Contract Year | Purchase Payments Received | Withdrawal Amount | Contract Value[1] | Total Adjusted Purchase Payments[1] | Guaranteed Minimum (Stepped-Up) Death Benefit Amount |
|---|---|---|---|---|---|
| 1 | $100,000 | | $100,000 | $100,000 | $100,000 |
| 2 | | | $103,000 | $100,000 | $103,000 |
| 3 | | | $106,090 | $100,000 | $106,090 |
| Activity | $25,000 | | $133,468 | $125,000 | $131,090 |
| 4 | | | $134,458 | $125,000 | $134,458 |
| 5 | | | $138,492 | $125,000 | $138,492 |
| 6 | | | $142,647 | $125,000 | $142,647 |
| Activity | | $35,000 | $110,844 | $95,000 | $108,412 |
| 7 | | | $111,666 | $95,000 | $111,666 |
| 8 | | | $103,850 | $95,000 | $111,666 |

| Beginning of Contract Year | Purchase Payments Received | Withdrawal Amount | Contract Value[1] | Total Adjusted Purchase Payments[1] | Guaranteed Minimum (Stepped-Up) Death Benefit Amount |
|---|---|---|---|---|---|
| 9 | | | $96,580 | $95,000 | $111,666 |
| Death Occurs | | | $89,820 | $95,000 | $111,666 |

[1] The greater of the Contract Value or the Total Adjusted Purchase Payments represents the Death Benefit Amount.

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

- Total Adjusted Purchase Payment = Initial Purchase Payment = $100,000
- Guaranteed Minimum (Stepped-Up) Death Benefit Amount = Initial Purchase Payment = $100,000
- Contract Value = Initial Purchase Payment = $100,000

During Contract Year 3, an additional Purchase Payment of $25,000 was made. This results in an increase in the Total Adjusted Purchase Payment amount to $125,000. The Contract Value increased to $133,468 and the Guaranteed Minimum (Stepped-Up) Death Benefit Amount increased to $131,090.

During Contract Year 6, a withdrawal of $35,000 was made. This withdrawal reduced the Total Adjusted Purchase Payment amount on a pro rata basis to $95,000 and decreased the Contract Value to $110,844. In addition, the Guaranteed Minimum (Stepped-Up) Death Benefit Amount was reduced on a pro rata basis to $108,412. Numerically, the new Total Adjusted Purchase Payment and Guaranteed Minimum (Stepped-Up) Death Benefit Amount is calculated as follows:

First, determine the Pro Rata Reduction. The percentage is the withdrawal amount divided by the Contract Value prior to the withdrawal ($145,844, which equals the $110,844 Contract Value after the withdrawal plus the $35,000 withdrawal amount). Numerically, the percentage is 24.00% ($35,000 ÷ $145,844 = 0.2400 or 24.00%)

Second, determine the new Total Adjusted Purchase Payment amount. The Total Adjusted Purchase Payment amount prior to the withdrawal is multiplied by 1 less the Pro Rata Reduction determined above. Numerically, the new Total Adjusted Purchase Payment amount is $95,000 (Total Adjusted Purchase Payment amount prior to the withdrawal × (1 − Pro Rata Reduction); $125,000 × (1 − 24.00%); $125,000 × 76.00% = $95,000).

Third, determine the new Guaranteed Minimum (Stepped-Up) Death Benefit Amount. The Guaranteed Minimum (Stepped-Up) Death Benefit Amount prior to the withdrawal is multiplied by 1 less the Pro Rata Reduction determined above. Numerically, the new Guaranteed Minimum (Stepped-Up) Death Benefit Amount is $108,412 (Guaranteed Minimum (Stepped-Up) Death Benefit Amount prior to the withdrawal × (1 − Pro Rata Reduction); $142,647 × (1 − 24.00%); $142,647 × 76.00% = $108,412).

During Contract Year 9, death occurs. The death benefit proceeds are the greater of the Death Benefit Amount (Contract Value or Total Adjusted Purchase Payments) or the Guaranteed Minimum (Stepped-Up) Death Benefit Amount. The Death Benefit Amount is $95,000 because the Total Adjusted Purchase Payment Amount ($95,000) is greater than the Contract Value ($89,820). The death benefit proceeds are equal to the Guaranteed Minimum (Stepped-Up) Death Benefit Amount of $111,666 because it is greater than the Death Benefit Amount (Total Adjusted Purchase Payments of $95,000).

THE EXAMPLES BELOW ASSUME OWNER CHANGE TO SOMEONE OTHER THAN PREVIOUS OWNER'S SPOUSE, TO A TRUST OR NON-NATURAL ENTITY WHERE THE OWNER AND ANNUITANT ARE NOT THE SAME PERSON PRIOR TO THE CHANGE OR IF AN OWNER IS ADDED THAT IS NOT A SPOUSE OF THE OWNER

**Death Benefit Amount**

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- A subsequent Purchase Payment of $25,000 is received in Contract Year 3.
- A withdrawal of $35,000 is taken during Contract Year 6.
- Owner change to someone other than previous Owner's Spouse during Contract Year 8.
- A withdrawal of $10,000 is taken during Contract Year 11.

| Beginning of Contract Year | Purchase Payments Received | Withdrawal Amount | Contract Value[1] | Total Adjusted Purchase Payments[1] |
|---|---|---|---|---|
| 1 | $100,000 | | $100,000 | $100,000 |
| 2 | | | $103,000 | $100,000 |
| 3 | | | $106,090 | $100,000 |
| Activity | $25,000 | | $133,468 | $125,000 |
| 4 | | | $134,458 | $125,000 |
| 5 | | | $138,492 | $125,000 |
| 6 | | | $142,647 | $125,000 |
| Activity | | $35,000 | $110,844 | $95,000 |
| 7 | | | $111,666 | $95,000 |
| 8 | | | $103,850 | $95,000 |
| Owner Change | | | $100,735 | $95,000 |
| 9 | | | $96,580 | $95,000 |
| 10 | | | $89,820 | $95,000 |
| 11 | | | $83,530 | $95,000 |
| Activity | | $10,000 | $73,530 | $83,629 |
| 12 | | | $68,383 | $83,629 |
| 13 | | | $63,596 | $83,629 |
| 14 Death Occurs | | | $59,144 | $83,629 |

[1] The greater of the Contract Value or the Total Adjusted Purchase Payments represents the Death Benefit Amount.

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

- Total Adjusted Purchase Payment = Initial Purchase Payment = $100,000
- Contract Value = Initial Purchase Payment = $100,000

During Contract Year 3, an additional Purchase Payment of $25,000 was made. The Total Adjusted Purchase Payment amount increased to $125,000. The Contract Value increased to $133,468.

During Contract Year 6, a withdrawal of $35,000 was made. This withdrawal reduced the Total Adjusted Purchase Payment amount on a pro rata basis to $95,000 and decreased the Contract Value to $110,844. Numerically, the new Total Adjusted Purchase Payment amount is calculated as follows:

First, determine the Pro Rata Reduction. The percentage is the withdrawal amount divided by the Contract Value prior to the withdrawal ($145,844, which equals the $110,844 Contract Value after the withdrawal plus the $35,000 withdrawal amount). Numerically, the percentage is 24.00% ($35,000 ÷ $145,844 = 0.2400 or 24.00%).

Second, determine the new Total Adjusted Purchase Payment amount. The Total Adjusted Purchase Payment amount prior to the withdrawal is multiplied by 1 less the Pro Rata Reduction determined above. Numerically, the new Total Adjusted Purchase Payment amount is $95,000 (Total Adjusted Purchase Payment amount prior to the withdrawal × (1 − Pro Rata Reduction); $125,000 × (1 − 24.00%); $125,000 × 76.00% = $95,000).

During Contract Year 8, an Owner change to someone other than the previous Owner's spouse occurred. The Total Adjusted Purchase Payments on the effective date of the Owner change (the "Change Date") will be reset to equal the lesser of the Contract Value as of the Change Date or the Total Adjusted Purchase Payments as of the Change Date. Numerically, the Total Adjusted Purchase Payments amount will be $95,000 since the Total Adjusted Purchase Payments as of the Change Date ($95,000) is less than the Contract Value as of the Change Date ($100,735).

After the Change Date, the Total Adjusted Purchase Payments will be increased by any Purchase Payments made after the Change Date and will reduced by any Pro Rata Reduction for withdrawals made after the Change Date.

During Contract Year 11, a withdrawal of $10,000 was made. This withdrawal reduced the Total Adjusted Purchase Payments amount on a pro rata basis to $83,629 and decreased the Contract Value to $73,530. Numerically, the new Total Adjusted Purchase Payments amount is calculated as follows:

First, determine the Pro Rata Reduction. The percentage is the withdrawal amount divided by the Contract Value prior to the withdrawal ($83,530, which equals the $73,530 Contract Value after the withdrawal plus the $10,000 withdrawal amount). Numerically, the percentage is 11.97% ($10,000 ÷ $83,530 = 0.1197 or 11.97%).

Second, determine the new Total Adjusted Purchase Payments amount. The Total Adjusted Purchase Payments amount prior to the withdrawal is multiplied by 1 less the Pro Rata Reduction determined above. Numerically, the new Total Adjusted Purchase Payments amount is $83,629 (Total Adjusted Purchase Payments amount prior to the withdrawal x (1 - Pro Rata Reduction); $95,000 x (1 - 11.97%); $95,000 x 88.03% = $83,629). Since the Total Adjusted Purchase Payments were greater than the Contract Value at the time of the withdrawal, the Pro Rata Reduction resulted in the Total Purchase Payments being reduced by a greater amount than the withdrawal amount.

During Contract Year 14, death occurs. The Death Benefit Amount will be the Total Adjusted Purchase Payments ($83,629) because that amount is greater than the Contract Value ($59,144).

Using the table above, if death occurred in Contract Year 7, the Death Benefit Amount would be the Contract Value ($111,666) because that amount is greater than the Total Adjusted Purchase Payment of $95,000.

**Stepped-Up Death Benefit II**

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- A subsequent Purchase Payment of $25,000 is received in Contract Year 3.
- Owner change to someone other than previous Owner's Spouse during Contract Year 5.
- A withdrawal of $35,000 is taken during Contract Year 6.
- Annual Step-Ups occur on each of the first 7 Contract Anniversaries.

| Beginning of Contract Year | Purchase Payments Received | Withdrawal Amount | Contract Value[1] | Total Adjusted Purchase Payments[1] | Guaranteed Minimum (Stepped-Up) Death Benefit Amount |
|---|---|---|---|---|---|
| 1 | $100,000 | | $100,000 | $100,000 | $100,000 |
| 2 | | | $103,000 | $100,000 | $103,000 |
| 3 | | | $106,090 | $100,000 | $106,090 |
| Activity | $25,000 | | $133,468 | $125,000 | $131,090 |
| 4 | | | $134,458 | $125,000 | $134,458 |
| 5 | | | $138,492 | $125,000 | $138,492 |
| Owner Change | | | $140,569 | $125,000 | $125,000 |

| Beginning of Contract Year | Purchase Payments Received | Withdrawal Amount | Contract Value[1] | Total Adjusted Purchase Payments[1] | Guaranteed Minimum (Stepped-Up) Death Benefit Amount |
|---|---|---|---|---|---|
| 6 | | | $142,647 | $125,000 | $142,647 |
| Activity | | $35,000 | $110,844 | $95,000 | $108,412 |
| 7 | | | $111,666 | $95,000 | $111,666 |
| 8 | | | $103,850 | $95,000 | $111,666 |
| 9 | | | $96,580 | $95,000 | $111,666 |
| Death Occurs | | | $89,820 | $95,000 | $111,666 |

[1] The greater of the Contract Value or the Total Adjusted Purchase Payments represents the Death Benefit Amount.

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

- Total Adjusted Purchase Payment = Initial Purchase Payment = $100,000
- Guaranteed Minimum (Stepped-Up) Death Benefit Amount = Initial Purchase Payment = $100,000
- Contract Value = Initial Purchase Payment = $100,000

During Contract Year 3, an additional Purchase Payment of $25,000 was made. This results in an increase in the Total Adjusted Purchase Payment amount to $125,000. The Contract Value increased to $133,468 and the Guaranteed Minimum (Stepped-Up) Death Benefit Amount increased to $131,090.

During Contract Year 5, an Owner change to someone other than the previous Owner's spouse occurred. The Total Adjusted Purchase Payments on the effective date of the Owner change (the "Change Date") will be reset to equal the lesser of the Contract Value as of the Change Date or the Total Adjusted Purchase Payments as of the Change Date. Numerically, the Total Adjusted Purchase Payments amount will be $125,000 since the Total Adjusted Purchase Payments as of the Change Date ($125,000) is less than the Contract Value as of the Change Date ($140,569). In addition, the Guaranteed Minimum (Stepped-Up) Death Benefit Amount will be reset to equal the Total Adjusted Purchase Payments amount ($125,000) as of the Change Date.

During Contract Year 6, a withdrawal of $35,000 was made. This withdrawal reduced the Total Adjusted Purchase Payments amount on a pro rata basis to $95,000 and decreased the Contract Value to $110,844. In addition, the Guaranteed Minimum (Stepped-Up) Death Benefit Amount was reduced on a pro rata basis to $108,412. Numerically, the new Total Adjusted Purchase Payments amount and Guaranteed Minimum (Stepped-Up) Death Benefit Amount are calculated as follows:

First, determine the Pro Rata Reduction. The percentage is the withdrawal amount divided by the Contract Value prior to the withdrawal ($145,844, which equals the $110,844 Contract Value after the withdrawal plus the $35,000 withdrawal amount). Numerically, the percentage is 24.00% ($35,000 ÷ $145,844 = 0.2400 or 24.00%)

Second, determine the new Total Adjusted Purchase Payments amount. The Total Adjusted Purchase Payments amount prior to the withdrawal is multiplied by 1 less the Pro Rata Reduction determined above. Numerically, the new Total Adjusted Purchase Payments amount is $95,000 (Total Adjusted Purchase Payments amount prior to the withdrawal × (1 − Pro Rata Reduction); $125,000 × (1 − 24.00%); $125,000 × 76.00% = $95,000).

Third, determine the new Guaranteed Minimum (Stepped-Up) Death Benefit Amount. The Guaranteed Minimum (Stepped-Up) Death Benefit Amount prior to the withdrawal is multiplied by 1 less the Pro Rata Reduction determined above. Numerically, the new Guaranteed Minimum (Stepped-Up) Death Benefit Amount is $108,412 (Guaranteed Minimum (Stepped-Up) Death Benefit Amount prior to the withdrawal × (1 − Pro Rata Reduction); $142,647 × (1 − 24.00%); $142,647 × 76.00% = $108,412).

During Contract Year 9, death occurs. The death benefit proceeds are the greater of the Death Benefit Amount (Contract Value or Total Adjusted Purchase Payments) or the Guaranteed Minimum (Stepped-Up) Death Benefit Amount. The Death Benefit Amount is $95,000 because the Total Adjusted Purchase Payments ($95,000) is greater than the Contract Value ($89,820). The death benefit proceeds are equal to the Guaranteed Minimum (Stepped-Up) Death Benefit Amount of $111,666 because it is greater than the Death Benefit Amount (Total Adjusted Purchase Payments of $95,000).

## APPENDIX: HISTORICAL RIDER PERCENTAGES

This appendix provides historical rider percentages for the Core Protect Plus (Single) and Core Protect Plus (Joint) Riders.

The percentages below apply for applications (or Regulation 60 paperwork if a replacement) signed between **December 1, 2018 and April 30, 2019**, that met the requirements in effect at the time the application (or Regulation 60 paperwork if a replacement) was submitted.

| Rider Name | Annual Charge Percentage | Annual Credit Percentage | Withdrawal Percentage |
|---|---|---|---|
| Core Protect Plus (Single) | 1.10% | 7% | 5% |
| Core Protect Plus (Joint) | 1.25% | 7% | 4.5% |

The percentages below apply for applications (or Regulation 60 paperwork if a replacement) signed between **May 1, 2018 and November 30, 2018**, that met the requirements in effect at the time the application (or Regulation 60 paperwork if a replacement) was submitted.

| Rider Name | Annual Charge Percentage | Annual Credit Percentage | Withdrawal Percentage |
|---|---|---|---|
| Core Protect Plus (Single) | 1.20% | 7% | 5% |
| Core Protect Plus (Joint) | 1.35% | 7% | 4.5% |

If you purchased a Rider, review the Rider specifications page you received for your Contract, speak with your financial professional, or call us to confirm the percentages applicable to you.

**CoreIncome Advantage Select (Single)**

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

*Rider Terms*

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

**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 5.00% (5.75% for the Rider version in effect on or after May 1, 2019 and before May 1, 2020) of the Protected Payment Base, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to 5.00% (5.75% for the Rider version in effect on or after May 1, 2019 and before May 1, 2020) 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 5.00% (5.75% for the Rider version in effect on or after May 1, 2019 and before May 1, 2020) 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 calendar days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 calendar 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 5.00% (5.75% for the Rider version in effect on or after May 1, 2019 and before May 1, 2020) of the Protected Payment Base. If the Designated Life is younger than 65 years of age, the Protected Payment Amount is zero (0). Any allowable Protected Payment Amount remaining at the end of a Contract Year cannot be withdrawn during any following Contract Year.

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 adjustments, 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.

The rider charge is a percentage of the Protected Payment Base and is based on the 10-Year Treasury Rate. The charge is assessed quarterly and deducted in arrears against your Variable Investment Options each Quarterly Rider Anniversary. See the **FEE TABLE** and **CHARGES, FEES AND ADJUSTMENTS—Optional Living Benefit Rider Charges** for more information.

**If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (e.g. reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional rider, the primary benefit of which is guaranteeing withdrawals.** For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES** – **IRAs and Qualified Plans**.

*Withdrawal of Protected Payment Amount*

When the Designated Life is 65 years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary to 5.00% (5.75% for the Rider version in effect on or after May 1, 2019 and before May 1, 2020) 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 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. **If you would like to make an excess withdrawal and are uncertain how an excess withdrawal will reduce your future guaranteed withdrawal amounts, then you may contact us prior to requesting the withdrawal to obtain a personalized, transaction specific calculation showing the effect of the excess withdrawal.**

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**. **– Qualified Contracts-General Rules** - *Taxes Payable*.

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

**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 30 days advance notice to the Owner.**

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

See **FEDERAL TAX ISSUES** – **Qualified Contracts** – *Required Minimum Distributions.*

*Depletion of Contract Value*

If the 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 (except that an RMD Withdrawal may exceed the Protected Payment Amount), fees, or market performance, 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, until the rider is terminated (see the Termination subsection),
- 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 reject or restrict any additional Purchase Payments, we will provide 30 days advance notice to the Owner. 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 and your annuity payments received may be less than the Protected Payment Amount you are entitled to receive for life under the Rider. Work with your financial professional 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 subsequent Contract Anniversary. The existing protected balances will not carry over to the new Rider and will be based on the Contract Value at time of re-purchase. Any Rider re-purchases are subject to the Rider terms and conditions at the time of re-purchase.

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

*Termination*

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

- the day any portion of the Contract Value is no longer allocated according to the *investment allocation requirements* in the **APPENDIX: INVESTMENT OPTION AVAILABLE UNDER THE CONTRACT** and no corrective action was taken, after written notice was provided, to comply with the requirements to continue the Rider,
- 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 or adding or removing the Owner's spouse),
- 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 an Excess Withdrawal (see Rider Terms), and the Designated Life is age 65 or older, or
- the day the Contract Value is reduced to zero if the Designated Life is younger than age 65.

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

*Sample Calculations*

Hypothetical sample calculations are in the below. The examples are based on certain hypothetical assumptions and are for example purposes only. **These examples are not intended to serve as projections of future investment returns.**

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.**

**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 adjustments (such as through withdrawals, withdrawal fees, and taxes), and increases and/or decreases in the investment performance of the Subaccount.**

**The examples may not reflect the current percentage used to determine the Protected Payment Amount.**

**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 calendar 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 adjustments, 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 calendar 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 (Including any applicable withdrawal charges or taxes).**

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 calendar 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**.

The gross amount of a withdrawal is used to determine compliance with the rider. If a withdrawal is requested as a net amount, taxes, and any applicable withdrawal charges would be calculated in excess of the net amount and therefore could further reduce the guarantees under the rider. To determine the gross amount in the described scenario the net amount can be divided by (1 – tax percentage withheld) plus withdrawal charges.

- Net amount ÷ (1 - .35) + withdrawal charges (if applicable) = Gross Amount

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

First, determine the excess withdrawal amount, which is the total withdrawal amount less the Protected Payment Amount: $30,000 – $10,350 = $19,650.

Second, determine the reduction percentage by dividing the excess withdrawal amount computed above by the difference between the Contract Value and the Protected Payment Amount immediately before the withdrawal: $19,650 ÷ ($195,000 - $10,350) = 0.1064 or 10.64%.

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

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

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

**Example #5 – Early Withdrawal.**

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 62 years old.
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Contract Value immediately before withdrawal = $221,490.
- Automatic Resets at Beginning of Contract Years 2, 3 and 4.
- Each Contract Anniversary referenced in the table represents the first calendar 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 ÷ $221,490 = 0.1129 or 11.29%.

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

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

At Year 4 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 4 Contract Anniversary – Prior to and After Automatic Reset**). The Protected Payment Amount is set to $10,250 (5% x $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 |
|---|---|---|---|---|---|
| 05/01/2020 Contract Anniversary | | | | $100,000 | $5,000 |
| 01/01/2021 | | | $7,500 | | |
| 03/15/2021 | $1,875 | | | $100,000 | $3,125 |
| 05/01/2021 Contract Anniversary | | | | $100,000 | $5,000 |
| 06/15/2021 | $1,875 | | | $100,000 | $3,125 |
| 09/15/2021 | $1,875 | | | $100,000 | $1,250 |
| 12/15/2021 | $1,875 | | | $100,000 | $0 |
| 01/01/2022 | | | $8,000 | | |
| 03/15/2022 | $2,000 | | | $100,000 | $0 |
| 05/01/2022 Contract Anniversary | | | | $100,000 | $5,000 |

Since the RMD Amount for 2022 increases to $8,000, the quarterly withdrawals of the RMD Amount increase to $2,000, as shown by the RMD Withdrawal on March 15, 2022. 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 |
|---|---|---|---|---|---|
| 05/01/2020 Contract Anniversary | | | $0 | $100,000 | $5,000 |
| 01/01/2021 | | | $7,500 | | |
| 03/15/2021 | $1,875 | | | $100,000 | $3,125 |
| 04/01/2021 | | $2,000 | | $100,000 | $1,125 |
| 05/01/2021 Contract Anniversary | | | | $100,000 | $5,000 |
| 06/15/2021 | $1,875 | | | $100,000 | $3,125 |
| 09/15/2021 | $1,875 | | | $100,000 | $1,250 |
| 11/15/2021 | | $4,000 | | $96,900 | $0 |

On 3/15/21 there was an RMD Withdrawal of $1,875 and on 4/1/21 a non-RMD Withdrawal of $2,000. Because the total withdrawals during the Contract Year (5/1/20 through 4/30/21) did not exceed the Protected Payment Amount of $5,000 there was no adjustment to the Protected Payment Base. On 5/1/21, the Protected Payment Amount was re-calculated (5% of the Protected Payment Base) as of that Contract Anniversary.

On 11/15/21, there was a non-RMD Withdrawal ($4,000) that caused the cumulative withdrawals during the Contract Year ($7,750) to exceed the Protected Payment Amount ($5,000). As the withdrawal exceeded the Protected Payment Amount immediately prior to the withdrawal ($1,250), and assuming the Contract Value was $90,000 immediately prior to the withdrawal, the Protected Payment Base is reduced to $96,900.

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

- Contract Value = $90,000

- Protected Payment Base = $100,000
- Protected Payment Amount = $1,250

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

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

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

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

**Example #7 – Lifetime Income.**

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.
- No subsequent Purchase Payments are received.
- Withdrawals, each equal to 5% of the Protected Payment Base are taken each Contract Year.
- No Automatic Reset is assumed during the life of the Rider.
- Death occurred during Contract Year 26 after the $5,000 withdrawal was made.

| 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 |

| Contract Year | Withdrawal | End of Year Contract Value | Protected Payment Base | Protected Payment Amount |
|---|---|---|---|---|
| 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 – Joint Life in the Contract's Rider.)

*Rider Terms*

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

**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% (5.25% for the Rider version in effect on or after May 1, 2019 and before May 1, 2020) of the Protected Payment Base, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to 4.5% (5.25% for the Rider version in effect on or after May 1, 2019 and before May 1, 2020) 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% (5.25% for the Rider version in effect on or after May 1, 2019 and before May 1, 2020) 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 calendar days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 calendar 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% (5.25% for the Rider version in effect on or after May 1, 2019 and before May 1, 2020) of the Protected Payment Base. If the youngest Designated Life is younger than 65 years of age, the Protected Payment Amount is zero (0). Any allowable Protected Payment Amount remaining at the end of a Contract Year cannot be withdrawn during any following Contract Year.

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 adjustments, 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.

The rider charge is a percentage of the Protected Payment Base and is based on the 10-Year Treasury Rate. The charge is assessed quarterly and deducted in arrears against your Variable Investment Options each Quarterly Rider Anniversary. See the **FEE TABLE** and **CHARGES, FEES AND ADJUSTMENTS—Optional Living Benefit Rider Charges** for more information.

**If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (*e.g.* reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional rider, the primary benefit of which is guaranteeing withdrawals.** For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES – IRAs and Qualified Plans**.

*Withdrawal of Protected Payment Amount*

When the youngest Designated Life is 65 years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary to 4.5% (5.25% for the Rider version in effect on or after May 1, 2019 and before May 1, 2020) of the Protected Payment Base. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year. If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged.

**Withdrawals Exceeding the Protected Payment Amount**. If a withdrawal (except an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. (See example 4 in **APPENDIX: COREINCOME ADVANTAGE SELECT (JOINT) SAMPLE CALCULATIONS** 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. **If you would like to make an excess withdrawal and are uncertain how an excess withdrawal will reduce your future guaranteed withdrawal amounts, then you may contact us prior to requesting the withdrawal to obtain a personalized, transaction specific calculation showing the effect of the excess withdrawal.**

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– Qualified Contracts-General Rules** - *Taxes Payable*.

*Early Withdrawal*

If an Early Withdrawal occurs, we will (immediately following the Early Withdrawal) reduce the Protected Payment Base either on a proportionate basis or by the total withdrawal amount, whichever results in a lower Protected Payment Base. See example 5 in **APPENDIX: COREINCOME ADVANTAGE SELECT (JOINT) SAMPLE CALCULATIONS** 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 Treasury Regulations,
- 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
- the youngest Designated Life is age 65 or older.

**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 30 days advance notice to the Owner.**

See example 6 in **APPENDIX: COREINCOME ADVANTAGE SELECT (JOINT) SAMPLE CALCULATIONS** for numerical examples that describe what occurs when only withdrawals of the Annual RMD Amount are made during a Contract Year and when withdrawals of the Annual RMD Amount plus other non-RMD Withdrawals are made during a Contract Year.

See **FEDERAL TAX ISSUES** – **Qualified Contracts** – *Required Minimum Distributions.*

*Depletion of Contract Value*

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

If the youngest Designated Life is age 65 or older and the Contract Value was reduced to zero by a withdrawal that exceeds the Protected Payment Amount (excluding an RMD withdrawal), 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 (except that an RMD Withdrawal may exceed the Protected Payment Amount), fees, or market performance, 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, until the rider is terminated (see the Termination subsection),
- 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 reject or restrict any additional Purchase Payments, we will provide 30 days advance notice to the Owner. 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 and Survivor Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- the Life Only or Joint and Survivor 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 and your annuity payments received may be less than the Protected Payment Amount you are entitled to receive for life under the Rider. Work with your financial professional to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the Rider.**

*Continuation of Rider if Surviving Spouse Continues Contract*

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

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

*Ownership and Beneficiary Changes*

Changes to the Contract Owner, Annuitant and/or Beneficiary designations and changes in marital status, including a dissolution of marriage, may adversely affect the benefits of this Rider. A particular change may make a Designated Life ineligible to receive lifetime income benefits under this Rider. As a result, the Rider may remain in effect and you may pay for benefits that you will not receive. **You are strongly advised to work with your financial professional and consider your options prior to making any Owner, Annuitant and/or Beneficiary changes to your Contract.** See *Rider Terms – Designated Lives* above and **ADDITIONAL INFORMATION – 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* in the **APPENDIX: INVESTMENT OPTIONS AVAILABLE UNDER THE CONTRACT** and no corrective action was taken, after written notice was provided, to comply with the requirements to continue the Rider,
- 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),
- 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 an Excess Withdrawal (see Rider Terms) and the youngest Designated Life is age 65 or older, or
- the day the Contract Value is reduced to zero if the youngest Designated Life is younger than age 65.

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

*Sample Calculations*

Hypothetical sample calculations are in the below. The examples are based on certain hypothetical assumptions and are for example purposes only. **These examples are not intended to serve as projections of future investment returns.**

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.**

**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 adjustments (such as through withdrawals, withdrawal fees, and taxes), and increases and/or decreases in the investment performance of the Subaccount.**

**The examples may not reflect the current percentage used to determine the Protected Payment Amount.**

**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 calendar 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).

**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 calendar 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 (Including any withdrawal charges or taxes).**

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 calendar 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**.

The gross amount of a withdrawal is used to determine compliance with the rider. If a withdrawal is requested as a net amount, taxes, and any applicable withdrawal charges would be calculated in excess of the net amount and therefore could further reduce the guarantees under the rider. To determine the gross amount in the described scenario the net amount can be divided by (1 – tax percentage withheld) plus withdrawal charges.

- Net amount ÷ (1 - .35) + withdrawal charges (if applicable) = Gross Amount

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

First, determine the excess withdrawal amount, which is the total withdrawal amount less the Protected Payment Amount: $30,000 - $10,350 = $19,650.

Second, determine the reduction percentage by dividing the excess withdrawal amount computed above by the difference between the Contract Value and the Protected Payment Amount immediately before the withdrawal: $19,650 ÷ ($195,000 - $10,350) = 0.1064 or 10.64%.

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

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

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

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 calendar 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 |

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

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

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

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

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

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

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

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

**Example #5 – Early Withdrawal.**

**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 |
|---|---|---|---|---|---|
| 05/01/2020 Contract Anniversary | | | | $100,000 | $5,000 |
| 01/01/2021 | | | $7,500 | | |
| 03/15/2021 | $1,875 | | | $100,000 | $3,125 |
| 05/01/2021 Contract Anniversary | | | | $100,000 | $5,000 |
| 06/15/2021 | $1,875 | | | $100,000 | $3,125 |
| 09/15/2021 | $1,875 | | | $100,000 | $1,250 |

| Activity Date | RMD Withdrawal | Non-RMD Withdrawal | Annual RMD Amount | Protected Payment Base | Protected Payment Amount |
|---|---|---|---|---|---|
| 12/15/2021 | $1,875 | | | $100,000 | $0 |
| 01/01/2022 | | | $8,000 | | |
| 03/15/2022 | $2,000 | | | $100,000 | $0 |
| 05/01/2022 Contract Anniversary | | | | $100,000 | $5,000 |

Since the RMD Amount for 2022 increases to $8,000, the quarterly withdrawals of the RMD Amount increase to $2,000, as shown by the RMD Withdrawal on March 15, 2022. 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 |
|---|---|---|---|---|---|
| 05/01/2020 Contract Anniversary | | | $0 | $100,000 | $5,000 |
| 01/01/2021 | | | $7,500 | | |
| 03/15/2021 | $1,875 | | | $100,000 | $3,125 |
| 04/01/2021 | | $2,000 | | $100,000 | $1,125 |
| 05/01/2021 Contract Anniversary | | | | $100,000 | $5,000 |
| 06/15/2021 | $1,875 | | | $100,000 | $3,125 |
| 09/15/2021 | $1,875 | | | $100,000 | $1,250 |
| 11/15/2021 | | $4,000 | | $96,900 | $0 |

On 3/15/21 there was an RMD Withdrawal of $1,875 and on 4/1/21 a non-RMD Withdrawal of $2,000. Because the total withdrawals during the Contract Year (5/1/20 through 4/30/21) did not exceed the Protected Payment Amount of $5,000 there was no adjustment to the Protected Payment Base. On 5/1/21, the Protected Payment Amount was re-calculated (5% of the Protected Payment Base) as of that Contract Anniversary.

On 11/15/21, there was a non-RMD Withdrawal ($4,000) that caused the cumulative withdrawals during the Contract Year ($7,750) to exceed the Protected Payment Amount ($5,000). As the withdrawal exceeded the Protected Payment Amount immediately prior to the withdrawal ($1,250), and assuming the Contract Value was $90,000 immediately prior to the withdrawal, the Protected Payment Base is reduced to $96,900.

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

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

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

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

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value – Protected Payment Amount); the calculation is based on the Contract Value and the Protected

Payment Amount values immediately before the excess withdrawal. Numerically, the ratio is 3.10% ($2,750 ÷ ($90,000 - $1,250); $2,750 ÷ $88,750 = 0.0310 or 3.10%).

Third, determine the new Protected Payment Base. The Protected Payment Base will be reduced on a proportionate basis. The Protected Payment Base is multiplied by 1 less the ratio determined above. Numerically, the new Protected Payment Base is $96,900 (Protected Payment Base x (1- ratio); $100,000 x (1- 3.10%); $100,000 x 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
- All Designated Lives are 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.
- All Designated Lives remain eligible for lifetime income benefits while the Rider is in effect.
- Surviving Spouse continues Contract upon the death of the first Designated Life.
- Surviving Spouse died during Contract Year 26 after the $5,000 withdrawal was made.

| Contract Year | Withdrawal | End of Year Contract Value | Protected Payment Base | Protected Payment Amount |
|---|---|---|---|---|
| 1 | $5,000 | $96,489 | $100,000 | $5,000 |
| 2 | $5,000 | $92,410 | $100,000 | $5,000 |
| 3 | $5,000 | $88,543 | $100,000 | $5,000 |
| 4 | $5,000 | $84,627 | $100,000 | $5,000 |
| 5 | $5,000 | $80,662 | $100,000 | $5,000 |
| 6 | $5,000 | $76,648 | $100,000 | $5,000 |
| 7 | $5,000 | $72,583 | $100,000 | $5,000 |
| 8 | $5,000 | $68,467 | $100,000 | $5,000 |
| 9 | $5,000 | $64,299 | $100,000 | $5,000 |
| 10 | $5,000 | $60,078 | $100,000 | $5,000 |
| 11 | $5,000 | $55,805 | $100,000 | $5,000 |
| 12 | $5,000 | $51,478 | $100,000 | $5,000 |
| 13 | $5,000 | $47,096 | $100,000 | $5,000 |
| Activity (Death of first Designated Life) | $5,000 | | | $5,000 |
| 14 | | $42,660 | $100,000 | |
| 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 |

| Contract Year | Withdrawal | End of Year Contract Value | Protected Payment Base | Protected Payment Amount |
|---|---|---|---|---|
| 24 | $5,000 | $0 | $100,000 | $5,000 |
| 25 | $5,000 | $0 | $100,000 | $5,000 |
| 26 | $5,000 | $0 | $100,000 | $5,000 |

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

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

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

During Contract Year 13, the death of the first Designated Life occurred. Withdrawals of the Protected Payment Amount (5% of the Protected Payment Base) will continue to be paid each year (even after the Contract Value was reduced to zero) until the Rider terminates.

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

**Enhanced Income Select (Single)**

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

*Rider Terms*

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

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

**Early Withdrawal** – Any withdrawal that occurs before the Designated Life is 59½ years of age.

**Enhanced Income Amount –** When the Contract Value is greater than zero (0), this is the maximum amount that can be withdrawn in a Contract Year under this Rider without reducing the Protected Payment Base. The initial Enhanced Income Amount will depend on the age of the Designated Life. If the Designated Life is younger than 59½ years of age, the Enhanced Income Amount is equal to zero (0); however, once the Designated Life reaches age 59½, the Enhanced Income Amount will be determined using the age at the time of the first withdrawal or the first withdrawal after an Automatic or Owner-Elected Reset. This amount will never be less than zero (0).

**Enhanced Income Percentage** – When the Contract Value is greater than zero (0), this percentage is used to determine the Enhanced Income Amount. The applicable Enhanced Income Percentage is based on the age of the Designated Life at the time of the first withdrawal, or the first withdrawal after an Automatic Reset or Owner-Elected Reset occurs (see the *Enhanced Income Percentages and Guaranteed Lifetime Income Percentage Table* subsection below).

**Excess Withdrawal** – Any withdrawal (except an RMD Withdrawal) that occurs after the Designated Life is age 59½ or older and exceeds the Enhanced Income Amount.

**Guaranteed Lifetime Income Amount** – Once the Contract Value is zero (0), this is the amount that will be paid each Contract Year. The Guaranteed Lifetime Income Amount is equal to the Guaranteed Lifetime Income Percentage multiplied by the Protected Payment Base at the time the Contract Value is reduced to zero (0). This amount will never be less than zero (0).

**Guaranteed Lifetime Income Percentage** – Once the Contract Value is zero (0), the Guaranteed Lifetime Income Percentage is used to determine the Guaranteed Lifetime Income Amount (see the *Enhanced Income Percentages and Guaranteed Lifetime Income Percentage Table* subsection below).

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

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

**Rider Effective Date** – The date the guarantees and charges for the Rider become effective. If the Rider is purchased within sixty (60) calendar days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within sixty (60) calendar days of a Contract Anniversary, the Rider Effective Date is the date of that Contract Anniversary.

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

*How the Rider Works*

Beginning at age 59½, this Rider guarantees you can withdraw up to the Enhanced Income Amount, regardless of market performance, until the Contract Value equals zero (0). Beginning with the 1st anniversary of the Rider Effective Date or most recent Reset Date, whichever is later, the Rider provides for Automatic Annual Resets or Owner-Elected Resets of the Protected Payment Base to an amount equal to 100% of the Contract Value. Once the Contract Value equals zero (0), you will receive the Guaranteed Lifetime Income Amount until the death of the Designated Life or when a death benefit becomes payable under the Contract. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

If the Designated Life is 59½ years of age or older, the Enhanced Income Amount is the applicable Enhanced Income Percentage multiplied by the Protected Payment Base (see the *Enhanced Income Percentages and Guaranteed Lifetime Income Percentage Table* subsection below). If the Designated Life is younger than 59½ years of age, the Enhanced Income Amount is zero (0). The Enhanced Income Percentage that will apply will be based on the Designated Life's age at the time of the first withdrawal or the first withdrawal after an Automatic or Owner-Elected Reset occurs. (See example 7 in **Sample Calculations below** for a numerical example of how a different Enhanced Income Percentage may be reached through a reset).

The Protected Payment Base may change over time. An Automatic Reset will increase and an Owner-Elected Reset will increase or decrease the Protected Payment Base depending on the Contract Value on the Reset Date. A withdrawal that is less than or equal to the Enhanced Income Amount will not change the Protected Payment Base. If a withdrawal is greater than the Enhanced Income Amount and the Contract Value (less the Enhanced Income 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 Enhanced Income Amount, see the *Withdrawal of Enhanced Income Amount* subsection. The Protected Payment Base cannot be withdrawn as a lump sum, is not payable as a death benefit, and is not used in calculating any annuity option available under the Contract.

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 adjustments, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (*e.g.* reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES** – **IRAs and Qualified Plans**.

*Enhanced Income Percentages and Guaranteed Lifetime Income Percentage Table*

**For Riders with a Rider Effective Date on or after May 1, 2020:**

| Age* | Enhanced Income Percentage when Contract Value is greater than zero | Guaranteed Lifetime Income Percentage when Contract Value equals zero |
|---|---|---|
| *Before 59½* | 0% | 0% |
| *59½ to 64* | 4.60% | 2.75% |
| *65 to 69* | 6.60% | |
| *70 to 74* | 7.00% | |
| *75 to 79* | 7.00% | |
| *80 and older* | 7.00% | |

***** The Enhanced Income Percentage is determined by the age of the Designated Life at the time of the first withdrawal on or after age 59½ or the first withdrawal after an Automatic or Owner-Elected Reset occurred.

**For Riders with a Rider Effective Date on or after February 19, 2019, and before May 1, 2020:**

| Age* | Enhanced Income Percentage when Contract Value is greater than zero | Guaranteed Lifetime Income Percentage when Contract Value equals zero |
|---|---|---|
| *Before 59½* | 0% | 0% |
| *59½ to 64* | 5.60% | 3.00% |
| *65 to 69* | 7.60% | |
| *70 to 74* | 8.00% | |
| *75 to 79* | 8.00% | |
| *80 and older* | 8.00% | |

***** The Enhanced Income Percentage is determined by the age of the Designated Life at the time of the first withdrawal on or after age 59½ or the first withdrawal after an Automatic or Owner-Elected Reset occurred.

**For Riders with a Rider Effective Date before February 19, 2019:**

| Age* | Enhanced Income Percentage when Contract Value is greater than zero | Guaranteed Lifetime Income Percentage when Contract Value equals zero |
|---|---|---|
| *Before 59½* | 0% | 0% |
| *59½ to 64* | 5.60% | 3.00% |
| *65 to 69* | 7.10% | |
| *70 to 74* | 7.50% | |
| *75 to 79* | 7.50% | |
| *80 and older* | 7.50% | |

***** The Enhanced Income Percentage is determined by the age of the Designated Life at the time of the first withdrawal on or after age 59½ or the first withdrawal after an Automatic or Owner-Elected Reset occurred.

*Withdrawal of Enhanced Income Amount*

When the Designated Life is 59½ years of age or older, you may withdraw up to the Enhanced Income Amount each Contract Year, until the Contract Value is zero (0). The Enhanced Income Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary. Any portion of the Enhanced Income Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year. If a withdrawal does not exceed the Enhanced Income Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged.

**Withdrawals Exceeding the Enhanced Income Amount**. If a withdrawal (except an RMD Withdrawal) exceeds the Enhanced Income 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 Enhanced Income 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 Enhanced Income Amount and the Contract Value (less the Enhanced Income 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 Enhanced Income Amount.

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

*Early Withdrawal*

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

*Required Minimum Distributions*

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Enhanced Income 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 Treasury Regulations,

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

**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 30 days advance 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*.

*Depletion of Contract Value*

If the Designated Life is younger than age 59½ when the Contract Value is zero (0) (due to withdrawals, fees, or otherwise), the Rider will terminate.

If the Designated Life is age 59½ or older and the Contract Value was reduced to zero (0) by a withdrawal that exceeds the Enhanced Income Amount, the Rider will terminate and you will not receive payments of the Guaranteed Lifetime Income Amount.

If the Designated Life is age 59½ or older and the Contract Value was reduced to zero (0) by a withdrawal (including an RMD Withdrawal) that did not exceed the Enhanced Income Amount, the following will apply:

- the remaining Enhanced Income Amount will be paid for that Contract Year. Starting on the next Contract Anniversary, the Guaranteed Lifetime Income 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 Guaranteed Lifetime Income 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 (0)).

The Guaranteed Lifetime Income Amount will be calculated by multiplying the Protected Payment Base, at the time the Contract Value equals zero (0), by the Guaranteed Lifetime Income Percentage.

*Reset of Protected Payment Base*

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 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.

**Owner-Elected Resets (Non-Automatic)**. You may, on any Contract Anniversary, elect to reset the Protected Payment Base to an amount equal to 100% of the Contract Value.

If you elect this option, your election must be received, In Proper Form, within sixty (60) calendar days after the Contract Anniversary on which the reset is effective. The reset will be based on the Contract Value as of that Contract Anniversary. **Your election of this option may result in a reduction in the Protected Payment Base and Enhanced Income 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. There may be situations where you may want to elect an Owner-Elected Reset. For example, one scenario where an Owner-Elected Reset may be used is when no Automatic Resets have occurred and the Designated Life has reached a higher age band (*e.g.* was 64 years of age and turned 65). The attainment of a higher age band may provide for a higher Enhanced Income Percentage which could provide a higher annual withdrawal amount. **You are strongly advised to work with your financial professional prior to electing an Owner-Elected Reset.** We will provide you with written confirmation of your election.

*Opt Out – Rider Price Changes*

If there is a Rider price increase, you can elect to opt out of the most recent rider price increase if the date is within sixty (60) calendar days after a Contract Anniversary date. If you elect to opt out, the following will apply:

- if an Automatic or Owner-Elected Reset occurred on the Contract Anniversary, the Protected Payment Base and the Enhanced Income Amount will revert back to the values in place prior to the reset,

- the Annual Charge percentage will stay the same as it was before the rider price change and it will remain at that percentage as long as the Rider is in effect (the 10-Year Treasury Rate no longer applies, see **CHARGES, FEES AND ADJUSTMENTS – Optional Rider Charges)**,
- no future Automatic or Owner-Elected Resets will be available,
- the applicable Enhanced Income Percentage will be reduced by 1.50% and it will remain at that percentage as long as the Rider is in effect and the Contract Value is greater than zero (0), and
- the Guaranteed Lifetime Income Percentage will not change.

*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 reject or restrict any additional Purchase Payments, we will provide 30 days advance notice to the Owner. 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, 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 Guaranteed Lifetime Income Amount in effect at the maximum Annuity Date.

The Guaranteed Lifetime Income Amount will be less than the amount you may have received under the Enhanced Income Amount prior to annuitizing your Contract.

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, Enhanced Income Amount, and Guaranteed Lifetime Income Amount under this Rider will not be used in determining any annuity payments. Work with your financial professional 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 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 (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS - Death Benefits**).

*Termination*

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

- the day any portion of the Contract Value is no longer allocated according to the *investment allocation requirements* in the **APPENDIX: INVESTMENT OPTIONS AVAILABLE UNDER THE CONTRACT** and no corrective action was taken, after written notice was provided, to comply with the requirements to continue the Rider,
- 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 or adding or removing the Owner's spouse),
- 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 (0) as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Enhanced Income Amount, or
- the day the Contract Value is reduced to zero (0) if the Designated Life is younger than age 59½.

**See the *Depletion of Contract Value* subsection for situations where the Rider will not terminate when the Contract Value is reduced to zero (0).**

*Sample Calculations*

Hypothetical sample calculations are in the attached **Sample Calculations below**. The examples are based on certain hypothetical assumptions and are for example purposes only. **These examples are not intended to serve as projections of future investment returns.**

**Enhanced Income Select (Joint)**

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

*Rider Terms*

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

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

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

- be the Owner (or Annuitant, in the case of a custodial owned IRA or TSA), or
- remain the Spouse of the other Designated Life and be the first in line of succession, as determined under the Contract, for payment of any death benefit.

**Early Withdrawal** – Any withdrawal that occurs before the youngest Designated Life is 59½ years of age.

**Enhanced Income Amount** – When the Contract Value is greater than zero (0), this is the maximum amount that can be withdrawn in a Contract Year under this Rider without reducing the Protected Payment Base. The initial Enhanced Income Amount will depend on the age of the youngest Designated Life. If the youngest Designated Life is younger than 59½ years of age, the Enhanced Income Amount is equal to zero (0); however, once the youngest Designated Life reaches age 59½, the Enhanced Income Amount will be determined using the age at the time of the first withdrawal or the first withdrawal after an Automatic or Owner-Elected Reset. This amount will never be less than zero (0).

**Enhanced Income Percentage** - When the Contract Value is greater than zero (0), this percentage is used to determine the Enhanced Income Amount. The applicable Enhanced Income Percentage is based on the age of the youngest Designated Life at the time of the first withdrawal, or the first withdrawal after an Automatic Reset or Owner-Elected Reset occurs (see the *Enhanced Income Percentages and Guaranteed Lifetime Income Percentage Table* subsection below).

**Excess Withdrawal** – Any withdrawal (except an RMD Withdrawal) that occurs after the youngest Designated Life is age 59½ or older and exceeds the Enhanced Income Amount.

**Guaranteed Lifetime Income Amount** – Once the Contract Value is zero (0), this is the amount that will be paid each Contract Year. The Guaranteed Lifetime Income Amount is equal to the Guaranteed Lifetime Income Percentage multiplied by the Protected Payment Base at the time the Contract Value is reduced to zero (0). This amount will never be less than zero (0).

**Guaranteed Lifetime Income Percentage** – Once the Contract Value is zero (0), the Guaranteed Lifetime Income Percentage is used to determine the Guaranteed Lifetime Income Amount (see the *Enhanced Income Percentages and Guaranteed Lifetime Income Percentage Table* subsection below).

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

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

**Rider Effective Date** – The date the guarantees and charges for the Rider become effective. If the Rider is purchased within sixty (60) calendar days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within sixty (60) calendar days of a Contract Anniversary, the Rider Effective Date is the date of that Contract Anniversary.

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

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

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

*How the Rider Works*

Beginning at age 59½, this Rider guarantees you can withdraw up to the Enhanced Income Amount, regardless of market performance, until the Contract Value equals zero (0). Beginning with the 1st anniversary of the Rider Effective Date or most recent Reset Date, whichever is later, the Rider provides for Automatic Annual Resets or Owner-Elected Resets of the Protected Payment Base to an amount equal to 100% of the Contract Value. Once the Contract Value equals zero (0), you will receive the Guaranteed Lifetime Income Amount until the death of all Designated Lives eligible for lifetime benefits. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

If the youngest Designated Life is 59½ years of age or older, the Enhanced Income Amount is the applicable Enhanced Income Percentage multiplied by the Protected Payment Base (see the *Enhanced Income Percentages and Guaranteed Lifetime Income Percentage Table* subsection below). If the youngest Designated Life is younger than 59½ years of age, the Enhanced Income Amount is zero (0). The Enhanced Income Percentage that will apply will be based on the youngest Designated Life's age at the time of the first withdrawal or the first withdrawal after an Automatic or Owner-Elected Reset occurs. (See example 7 in **Sample Calculations below** for a numerical example of how a different Enhanced Income Percentage may be reached through a reset).

The Protected Payment Base may change over time. An Automatic Reset will increase and an Owner-Elected Reset will increase or decrease the Protected Payment Base depending on the Contract Value on the Reset Date. A withdrawal that is less than or equal to the Enhanced Income Amount will not change the Protected Payment Base. If a withdrawal is greater than the Enhanced Income Amount and the Contract Value (less the Enhanced Income 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 Enhanced Income Amount, see the *Withdrawal of Enhanced Income Amount* subsection. The Protected Payment Base cannot be withdrawn as a lump sum, is not payable as a death benefit, and is not used in calculating any annuity option available under the Contract.

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 adjustments, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (e.g. reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES** – **IRAs and Qualified Plans**.

*Enhanced Income Percentages and Guaranteed Lifetime Income Percentage Table*

**For Riders with a Rider Effective Date on or after May 1, 2020:**

| Age* | Enhanced Income Percentage when Contract Value is greater than zero | Guaranteed Lifetime Income Percentage when Contract Value equals zero |
|---|---|---|
| *Before 59½* | 0% | 0% |
| *59½ to 64* | 4.10% | 2.75% |
| *65 to 69* | 6.10% | |
| *70 to 74* | 6.50% | |
| *75 to 79* | 6.50% | |
| *80 and older* | 6.50% | |

***** The Enhanced Income Percentage is determined by the age of the youngest Designated Life at the time of the first withdrawal on or after age 59½ or the first withdrawal after an Automatic or Owner-Elected Reset occurred.

**For Riders with a Rider Effective Date on or after February 19, 2019 and before May 1, 2020:**

| Age* | Enhanced Income Percentage when Contract Value is greater than zero | Guaranteed Lifetime Income Percentage when Contract Value equals zero |
|---|---|---|
| *Before 59½* | 0% | 0% |
| *59½ to 64* | 5.10% | 3.00% |
| *65 to 69* | 7.10% | |
| *70 to 74* | 7.50% | |
| *75 to 79* | 7.50% | |
| *80 and older* | 7.50% | |

***** The Enhanced Income Percentage is determined by the age of the youngest Designated Life at the time of the first withdrawal on or after age 59½ or the first withdrawal after an Automatic or Owner-Elected Reset occurred.

**For Riders with a Rider Effective Date before February 19, 2019:**

| Age* | Enhanced Income Percentage when Contract Value is greater than zero | Guaranteed Lifetime Income Percentage when Contract Value equals zero |
|---|---|---|
| *Before 59½* | 0% | 0% |
| *59½ to 64* | 5.10% | 3.00% |
| *65 to 69* | 6.60% | |
| *70 to 74* | 7.00% | |
| *75 to 79* | 7.00% | |
| *80 and older* | 7.00% | |

***** The Enhanced Income Percentage is determined by the age of the youngest Designated Life at the time of the first withdrawal on or after age 59½ or the first withdrawal after an Automatic or Owner-Elected Reset occurred.

*Withdrawal of Enhanced Income Amount*

When the youngest Designated Life is 59½ years of age or older, you may withdraw up to the Enhanced Income Amount each Contract Year until the Contract Value is zero (0). The Enhanced Income Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary. Any portion of the Enhanced Income Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year. If a withdrawal does not exceed the Enhanced Income Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged.

**Withdrawals Exceeding the Enhanced Income Amount**. If a withdrawal (except an RMD Withdrawal) exceeds the Enhanced Income 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 Enhanced Income 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 Enhanced Income Amount and the Contract Value (less the Enhanced Income 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 Enhanced Income Amount.

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

*Early Withdrawal*

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

*Required Minimum Distributions*

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Enhanced Income 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 Treasury Regulations,
- 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
- the youngest Designated Life is age 59½ or older.

**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 30 days advance 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.*

*Depletion of Contract Value*

If the youngest Designated Life is younger than age 59½ when the Contract Value is zero (0) (due to withdrawals, fees, or otherwise), the Rider will terminate.

If the youngest Designated Life is age 59½ or older and the Contract Value was reduced to zero (0) by a withdrawal that exceeds the Enhanced Income Amount (excluding an RMD withdrawal), the Rider will terminate and you will not receive payments of the Guaranteed Lifetime Income Amount.

If the youngest Designated Life is age 59½ or older and the Contract Value was reduced to zero (0) by a withdrawal (including an RMD Withdrawal) that did not exceed the Enhanced Income Amount, the following will apply:

- the remaining Enhanced Income Amount will be paid for that Contract Year. Starting on the next Contract Anniversary, the Guaranteed Lifetime Income Amount will be paid each year until the death of all Designated Lives eligible for lifetime benefits,
- the Guaranteed Lifetime Income 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 (0)).

The Guaranteed Lifetime Income Amount will be calculated by multiplying the Protected Payment Base, at the time the Contract Value equals zero (0), by the Guaranteed Lifetime Income Percentage.

*Reset of Protected Payment Base*

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 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.

**Owner-Elected Resets (Non-Automatic)**. You may, on any Contract Anniversary, elect to reset the Protected Payment Base to an amount equal to 100% of the Contract Value.

If you elect this option, your election must be received, In Proper Form, within sixty (60) calendar days after the Contract Anniversary on which the reset is effective. The reset will be based on the Contract Value as of that Contract Anniversary. **Your election of this option may result in a reduction in the Protected Payment Base and Enhanced Income 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. There may be situations where you may want to elect an Owner-Elected Reset. For example, one scenario where an Owner-Elected Reset may be used is when no Automatic Resets have occurred and the youngest Designated Life has reached a higher age band (*e.g.* was 64 years of age and turned 65). The attainment of a higher age band may provide for a higher Enhanced Income Percentage which could provide a higher annual withdrawal amount. **You are strongly advised to work with your financial professional prior to electing an Owner-Elected Reset.** We will provide you with written confirmation of your election.

*Opt Out – Rider Price Changes*

If there is a Rider price increase, you can elect to opt out of the most recent rider price increase if the date is within sixty (60) calendar days after a Contract Anniversary date. If you elect to opt out, the following will apply:

- if an Automatic or Owner-Elected Reset occurred on the Contract Anniversary, the Protected Payment Base and the Enhanced Income Amount will revert back to the values in place prior to the reset,
- the Annual Charge percentage will stay the same as it was before the rider price change and it will remain at that percentage as long as the Rider is in effect (the 10-Year Treasury Rate no longer applies, see **CHARGES, FEES AND ADJUSTMENTS – Optional Rider Charges)**,
- no future Automatic or Owner-Elected Resets will be available,
- the applicable Enhanced Income Percentage will be reduced by 1.50% and it will remain at that percentage as long as the Rider is in effect and the Contract Value is greater than zero (0), and
- the Guaranteed Lifetime Income Percentage will not change.

*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 reject or restrict any additional Purchase Payments, we will provide 30 days advance notice to the Owner. 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, 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 Guaranteed Lifetime Income Amount in effect at the maximum Annuity Date.

The Guaranteed Lifetime Income Amount will be less than the amount you may have received under the Enhanced Income Amount prior to annuitizing your Contract.

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, Enhanced Income Amount, and Guaranteed Lifetime Income Amount under this Rider will not be used in determining any annuity payments. Work with your financial professional 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 Enhanced Income Amount until the Contract Value is reduced to zero (0) and then receive the Guaranteed Lifetime Income Amount under this Rider, until the day of death of the Surviving Spouse. If the Contract Value is equal to zero (0) when the Owner dies, the Surviving Spouse will receive the Guaranteed Lifetime Income Amount under this Rider, until the day of death of the Surviving Spouse. If no withdrawals have occurred since the Rider Effective Date and the Contract Value is greater than zero (0), the Enhanced Income Percentage and corresponding Enhanced Income Amount will be based on the age when the Surviving Spouse takes a withdrawal. 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 (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** – **Death Benefits**).

*Ownership and Beneficiary Changes*

Changes to the Contract Owner, Annuitant and/or Beneficiary designations and changes in marital status, including a dissolution of marriage, may adversely affect the benefits of this Rider. A particular change may make a Designated Life ineligible to receive lifetime income benefits under this Rider. As a result, the Rider may remain in effect and you may pay for benefits that you will not receive. **You are strongly advised to work with your financial professional and consider your options prior to making any Owner, Annuitant and/or Beneficiary changes to your Contract.** See *Rider Terms – Designated Lives* above and **ADDITIONAL INFORMATION – 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* in the **APPENDIX: INVESTMENT OPTIONS AVAILABLE UNDER THE CONTRACT** and no corrective action was taken, after written notice was provided, to comply with the requirements to continue the Rider,
- 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,
- the date of death of the first 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),
- 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 (0) as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Enhanced Income Amount, or
- the day the Contract Value is reduced to zero (0) if the youngest Designated Life is younger than age 59½.

**See the *Depletion of Contract Value* subsection for situations where the Rider will not terminate when the Contract Value is reduced to zero (0).**

*Sample Calculations*

Hypothetical sample calculations are in the attached **Sample Calculations below**. The examples are based on certain hypothetical assumptions and are for example purposes only. **These examples are not intended to serve as projections of future investment returns.**

**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 may not reflect the current Enhanced Income Percentages or the current Guaranteed Lifetime Income Percentage.**

**The examples apply to Enhanced Income 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 | Enhanced Income 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
- Enhanced Income 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 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 calendar day of the applicable Contract Year.

| | Purchase Payment | Withdrawal | Contract Value | Protected Payment Base | Enhanced Income 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 Enhanced Income 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 Enhanced Income 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 adjustments, and increases and/or decreases in the investment performance of the Variable Account.

**Example #3 – Withdrawal Not Exceeding Enhanced Income 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 Enhanced Income 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 calendar day of the applicable Contract Year.

| | Purchase Payment | Withdrawal | Contract Value | Protected Payment Base | Enhanced Income 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 |

| | Purchase Payment | Withdrawal | Contract Value | Protected Payment Base | Enhanced Income Amount |
|---|---|---|---|---|---|
| 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 Enhanced Income Amount to $10,350 (5% × $207,000).

Because the $5,000 withdrawal during Contract Year 2 did not exceed the $10,350 Enhanced Income 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 Enhanced Income 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 Enhanced Income 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 Enhanced Income 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 calendar day of the applicable Contract Year.

| | Purchase Payment | Withdrawal | Contract Value | Protected Payment Base | Enhanced Income 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 Enhanced Income 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 Enhanced Income 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 Enhanced Income Amount immediately before the withdrawal: $19,650 ÷ ($195,000 - $10,350) = 0.1064 or 10.64%.

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

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

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

**Example #5 – Early Withdrawal.**

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 56½ years old.
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- A withdrawal greater than the Enhanced Income 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 calendar day of the applicable Contract Year.

| | Purchase Payment | Withdrawal | Contract Value | Protected Payment Base | Enhanced Income 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 Enhanced Income Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

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

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

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

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 3 Contract Anniversary – Prior to and After Automatic Reset**). The Enhanced Income Amount remains at $0 since the Designated Life has not reached age 59½.

At Year 4 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 4 Contract Anniversary – Prior to and After Automatic Reset**). The Enhanced Income Amount is set to $10,250 (5% × $205,000) since the Designated Life reached age 59½.

**Example #6 – RMD Withdrawals.**

This is an example of the effect of cumulative RMD Withdrawals during the Contract Year that exceed the Enhanced Income 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 | Enhanced Income Amount |
|---|---|---|---|---|---|
| 05/01/2013 Contract Anniversary | | | | $100,000 | $5,000 |
| 01/01/2014 | | | $7,500 | | |
| 03/15/2014 | $1,875 | | | $100,000 | $3,125 |
| 05/01/2014 Contract Anniversary | | | | $100,000 | $5,000 |
| 06/15/2014 | $1,875 | | | $100,000 | $3,125 |
| 09/15/2014 | $1,875 | | | $100,000 | $1,250 |
| 12/15/2014 | $1,875 | | | $100,000 | $0 |
| 01/01/2015 | | | $8,000 | | |
| 03/15/2015 | $2,000 | | | $100,000 | $0 |
| 05/01/2015 Contract Anniversary | | | | $100,000 | $5,000 |

Since the RMD Amount for 2015 increases to $8,000, the quarterly withdrawals of the RMD Amount increase to $2,000, as shown by the RMD Withdrawal on March 15, 2015. Because all withdrawals during the Contract Year were RMD Withdrawals, there is no adjustment to the Protected Payment Base for exceeding the Enhanced Income Amount. In addition, each contract year the Enhanced Income Amount is reduced by the amount of each withdrawal until the Enhanced Income 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 | Enhanced Income Amount |
|---|---|---|---|---|---|
| 05/01/2013 Contract Anniversary | | | | $100,000 | $5,000 |
| 01/01/2014 | | | $7,500 | | |
| 03/15/2014 | $1,875 | | | $100,000 | $3,125 |
| 04/01/2014 | | $2,000 | | $100,000 | $1,125 |
| 05/01/2014 Contract Anniversary | | | | $100,000 | $5,000 |
| 06/15/2014 | $1,875 | | | $100,000 | $3,125 |
| 09/15/2014 | $1,875 | | | $100,000 | $1,250 |
| 11/15/2014 | | $4,000 | | $96,900 | $0 |

On 3/15/14 there was an RMD Withdrawal of $1,875 and on 4/1/14 a non-RMD Withdrawal of $2,000. Because the total withdrawals during the Contract Year (5/1/13 through 4/30/14) did not exceed the Enhanced Income Amount of $5,000 there was no adjustment to the Protected Payment Base. On 5/1/14, the Enhanced Income Amount was re-calculated (5% of the Protected Payment Base) as of that Contract Anniversary.

On 11/15/14, there was a non-RMD Withdrawal ($4,000) that caused the cumulative withdrawals during the Contract Year ($7,750) to exceed the Enhanced Income Amount ($5,000). As the withdrawal exceeded the Enhanced Income 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
- Enhanced Income Amount = $1,250

A withdrawal of $4,000 was taken, which exceeds the Enhanced Income 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 Enhanced Income Amount. Numerically, the excess withdrawal amount is $2,750 (total withdrawal amount – Enhanced Income 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 – Enhanced Income Amount); the calculation is based on the Contract Value and the Enhanced Income Amount values immediately before the excess withdrawal. Numerically, the ratio is 3.10% ($2,750 ÷ ($90,000 – $1,250); $2,750 ÷ $88,750 = 0.0310 or 3.10%).

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

**Example #7 – Higher Age Band Reached Due to a Reset.**

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.
- Automatic Resets at Contract Years 2 and 7.
- Withdrawals, are taken each Contract Year:
  - Equal 5% of the Protected Payment Base in Contract Year 1 (age 64)
  - Equal 6% of the Protected Payment Base in Contract Years 2-6 (age 65-69)
  - Equal 7% of the Protected Payment Base in Contract Years 7-22 (age 70-85)

| Contract Year | Withdrawal | End of Year Contract Value | Protected Payment Base | Enhanced Income Amount |
|---|---|---|---|---|
| 1 | $5,000 | $99,000 | $100,000 | $5,000 |
| Year 2 Contract Anniversary | (Before Automatic Reset) | $102,000 | $100,000 | $5,000 |
| Year 2 Contract Anniversary | (After Automatic Reset) | $102,000 | $102,000 | $6,120 |
| 3 | $6,120 | $96,909 | $102,000 | $6,120 |
| 4 | $6,120 | $97,816 | $102,000 | $6,120 |
| 5 | $6,120 | $99,691 | $102,000 | $6,120 |
| 6 | $6,120 | $98,648 | $102,000 | $6,120 |
| Year 7 Contract Anniversary | (Before Automatic Reset) | $105,000 | $102,000 | $6,120 |
| Year 7 Contract Anniversary | (After Automatic Reset) | $105,000 | $105,000 | $7,350 |
| 8 | $7,350 | $97,650 | $105,000 | $7,350 |
| 9 | $7,350 | $96,875 | $105,000 | $7,350 |
| 10 | $7,350 | $94,078 | $105,000 | $7,350 |
| 11 | $7,350 | $98,805 | $105,000 | $7,350 |
| 12 | $7,350 | $95,478 | $105,000 | $7,350 |

| Contract Year | Withdrawal | End of Year Contract Value | Protected Payment Base | Enhanced Income Amount |
|---|---|---|---|---|
| 13 | $7,350 | $92,096 | $105,000 | $7,350 |
| 14 | $7,350 | $88,660 | $105,000 | $7,350 |
| 15 | $7,350 | $89,168 | $105,000 | $7,350 |
| 16 | $7,350 | $91,619 | $105,000 | $7,350 |
| 17 | $7,350 | $92,013 | $105,000 | $7,350 |
| 18 | $7,350 | $91,349 | $105,000 | $7,350 |
| 19 | $7,350 | $89,626 | $105,000 | $7,350 |
| 20 | $7,350 | $86,844 | $105,000 | $7,350 |
| 21 | $7,350 | $82,002 | $105,000 | $7,350 |
| 22 | $7,350 | $80,099 | $105,000 | $7,350 |

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

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

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 – Before Automatic Reset)**, an Automatic Reset occurred which increased the Protected Payment Base to an amount equal to 100% of the Contract Value **(see balances at Year 2 Contract Anniversary – After Automatic Reset)**. Since the Designated Life is 65 years of age when the Automatic Reset occurred, the Enhanced Income Amount equals $6,120 (6% of the Protected Payment Base).

At Year 7 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary **(see balances at Year 7 Contract Anniversary – Before Automatic Reset)**, an Automatic Reset occurred which increased the Protected Payment Base to an amount equal to 100% of the Contract Value **(see balances at Year 7 Contract Anniversary – After Automatic Reset)**. Since the Designated Life is now 70 years of age when the Automatic Reset occurred, the Enhanced Income Amount equals $7,350 (7% of the Protected Payment Base).

**Example #8 – Lifetime Income.**

**This example applies to Enhanced Income 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 of 5% of the Protected Payment Base are taken each Contract Year.
- No Automatic Reset or Owner-Elected Reset is assumed during the life of the Rider.
- Contract Value goes to zero during Contract Year 22.
- Guaranteed Lifetime Income Percentage is 3%.
- Death occurs during Contract Year 27 after the $3,000 withdrawal was made.

| Contract Year | Withdrawal | End of Year Contract Value | Protected Payment Base | Enhanced Income Amount | Guaranteed Lifetime Income Amount |
|---|---|---|---|---|---|
| 1 | $5,000 | $96,489 | $100,000 | $5,000 | N/A |
| 2 | $5,000 | $92,410 | $100,000 | $5,000 | N/A |
| 3 | $5,000 | $88,543 | $100,000 | $5,000 | N/A |
| 4 | $5,000 | $84,627 | $100,000 | $5,000 | N/A |

| Contract Year | Withdrawal | End of Year Contract Value | Protected Payment Base | Enhanced Income Amount | Guaranteed Lifetime Income Amount |
|---|---|---|---|---|---|
| 5 | $5,000 | $80,662 | $100,000 | $5,000 | N/A |
| 6 | $5,000 | $76,648 | $100,000 | $5,000 | N/A |
| 7 | $5,000 | $72,583 | $100,000 | $5,000 | N/A |
| 8 | $5,000 | $68,467 | $100,000 | $5,000 | N/A |
| 9 | $5,000 | $64,299 | $100,000 | $5,000 | N/A |
| 10 | $5,000 | $60,078 | $100,000 | $5,000 | N/A |
| 11 | $5,000 | $55,805 | $100,000 | $5,000 | N/A |
| 12 | $5,000 | $51,478 | $100,000 | $5,000 | N/A |
| 13 | $5,000 | $47,096 | $100,000 | $5,000 | N/A |
| 14 | $5,000 | $42,660 | $100,000 | $5,000 | N/A |
| 15 | $5,000 | $38,168 | $100,000 | $5,000 | N/A |
| 16 | $5,000 | $33,619 | $100,000 | $5,000 | N/A |
| 17 | $5,000 | $29,013 | $100,000 | $5,000 | N/A |
| 18 | $5,000 | $24,349 | $100,000 | $5,000 | N/A |
| 19 | $5,000 | $19,626 | $100,000 | $5,000 | N/A |
| 20 | $5,000 | $14,844 | $100,000 | $5,000 | N/A |
| 21 | $5,000 | $10,002 | $100,000 | $5,000 | N/A |
| 22 | $5,000 | $0 | $100,000 | $5,000 | N/A |
| 23 | $3,000 | $0 | $100,000 | N/A | $3,000 |
| 24 | $3,000 | $0 | $100,000 | N/A | $3,000 |
| 25 | $3,000 | $0 | $100,000 | N/A | $3,000 |
| 26 | $3,000 | $0 | $100,000 | N/A | $3,000 |
| 27 | $3,000 | $0 | $100,000 | N/A | $3,000 |

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

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

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

Withdrawals of the Enhanced Income Amount (5% of the Protected Payment Base) will continue to be paid until the Contract Value reaches zero.

During Contract Year 22, the Contract Value is reduced to zero after the Enhanced Income Amount of $5,000 is withdrawn. In the Contract Year that the Contract Value is reduced to zero, any remaining Enhanced Income Amount for that Contract Year can be withdrawn before the start of the next Contract Anniversary.

At the beginning of Contract Year 23, there is no Contract Value and the Enhanced Income Amount will no longer apply. From this point forward, the amount that must be withdrawn annually is the Guaranteed Lifetime Income Amount. The Guaranteed Lifetime Income Amount is determined by multiplying the Guaranteed Lifetime Income Percentage by the Protected Payment Base. The Guaranteed Lifetime Income Amount is $3,000 (3% x $100,000 = $3,000). This amount will be paid at least annually until the death of the Designated Life.

**Example #9 – Lifetime Income.**

**This example applies to Enhanced Income 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 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.
- Contract Value goes to zero during Contract Year 22.
- Guaranteed Lifetime Income Percentage is 3%.
- Surviving Spouse dies during Contract Year 26 after the $3,000 withdrawal was made.

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

| Contract Year | Withdrawal | End of Year Contract Value | Protected Payment Base | Enhanced Income Amount | Guaranteed Lifetime Income Amount |
|---|---|---|---|---|---|
| 26 | $3,000 | $0 | $100,000 | N/A | $3,000 |

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

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

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

Withdrawals of the Enhanced Income Amount (5% of the Protected Payment Base) will continue to be paid until the Contract Value reaches zero.

During Contract Year 13, the death of the first Designated Life occurred. Withdrawals of the Enhanced Income Amount (5% of the Protected Payment Base) will continue to be paid each year.

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.

During Contract Year 22, the Contract Value is reduced to zero after the Enhanced Income Amount of $5,000 is withdrawn. In the Contract Year that the Contract Value is reduced to zero, any remaining Enhanced Income Amount for that Contract Year can be withdrawn before the start of the next Contract Anniversary.

At the beginning of Contract Year 23, there is no Contract Value and the Enhanced Income Amount will no longer apply. From this point forward, the amount that must be withdrawn annually is the Guaranteed Lifetime Income Amount. The Guaranteed Lifetime Income Amount is determined by multiplying the Guaranteed Lifetime Income Percentage by the Protected Payment Base. The Guaranteed Lifetime Income Amount is $3,000 (3% x $100,000 = $3,000). This amount will be paid at least annually until the death of the surviving Designated Life.

**Core Protect Plus (Single)**

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

*Rider Terms*

**Annual Credit** – An amount added to the Annual Credit Value.

**For Contracts with applications (or Regulation 60 paperwork if a replacement) signed prior to May 1, 2019, see APPENDIX: HISTORICAL RIDER PERCENTAGES.**

**Annual Credit Value** – One of two values (the other value is the Highest Anniversary Value) that determine the Protected Payment Base prior to the earlier of:

- the first withdrawal since the Rider Effective Date, or
- 5 Contract Anniversaries from the Rider Effective Date.

The Annual Credit Value is increased each year by any Annual Credits, plus any subsequent Purchase Payments received from the most recent Contract Anniversary, during the periods described above.

The initial Annual Credit Value is equal to the initial Purchase Payment. See example 1 in **the Sample Calculations** below for a numerical example of initial values.

The Annual Credit is not added to your Contract Value.

Once a withdrawal takes place or 5 Contract Anniversaries as described above, the Annual Credit Value will no longer apply and cannot be reinstated by any Automatic Reset.

**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 Treasury Regulations.

**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.

**Highest Anniversary Value** – One of two values (the other value is the Annual Credit Value) that determine the Protected Payment Base prior to the earlier of:

- the first withdrawal since the Rider Effective Date, or
- 5 Contract Anniversaries from the Rider Effective Date.

On any day after the Rider Effective Date and during the periods described above, the Highest Anniversary Value is equal to:

- the Highest Anniversary Value as of the prior day, plus
- Purchase Payments received by us on that day.

On any Contract Anniversary after the Rider Effective Date, the Highest Anniversary Value is equal to the greater of:

- the Contract Value as of that Contract Anniversary (prior to the Rider fee assessment), or
- the Highest Anniversary Value immediately prior to that Contract Anniversary.

The initial Highest Anniversary Value is equal to the initial Purchase Payment. See example 1 in the **Sample Calculations** below for a numerical example of initial values.

Once a withdrawal takes place or 5 Contract Anniversaries as described above, the Highest Anniversary Value will no longer apply and cannot be reinstated by any Automatic Reset.

**Protected Payment Amount** – The maximum amount that can be withdrawn in a Contract Year under this Rider without reducing the Protected Payment Base. The initial Protected Payment Amount will depend on the age of the Designated Life. 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 be determine using the age at the time of the first withdrawal or the first withdrawal after an Automatic Reset. If the Designated Life is 65 years of age or older, the Protected Payment Amount is the Withdrawal Percentage multiplied by the Protected Payment Base. In any event, the Protected Payment Amount will never be less than zero (0).

**For Contracts with applications (or Regulation 60 paperwork if a replacement) signed prior to May 1, 2019, see APPENDIX: HISTORICAL RIDER PERCENTAGES.**

**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. See example 1 in the **Sample Calculations** below for a numerical example of initial values.

**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 calendar days of the Contract Date, the Rider Effective Date is the Contract Date.

**Withdrawal Percentage** – This percentage is used to determine the Protected Payment Amount.

**For Contracts with applications (or Regulation 60 paperwork if a replacement) signed prior to May 1, 2019, see APPENDIX: HISTORICAL RIDER PERCENTAGES.**

*Annual Credit*

On each Contract Anniversary after the Rider Effective Date, an Annual Credit will be applied to the Annual Credit Value until the earlier of:

- the first withdrawal since the Rider Effective Date, or
- 5 Contract Anniversaries from the Rider Effective Date.

The Annual Credit is equal to the Annual Credit Percentage multiplied by the total Purchase Payments made into the Contract. See example 2 in **the Sample Calculations** below for a numerical example of the Annual Credit calculation. Once a withdrawal (including an RMD withdrawal) or 5 Contract Anniversaries has occurred, as measured from the Rider Effective Date, no Annual Credit will be added to the Annual Credit Value. In addition, Annual Credit eligibility cannot be reinstated by any Automatic Reset.

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. This Rider also provides for a Highest Anniversary Value feature and for an amount (an "Annual Credit") to be added to the Annual Credit Value. After the first withdrawal since the Rider Effective Date or 5 Contract Anniversaries from the

Rider Effective Date, whichever occurs first, the Rider provides for Automatic Resets of 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). 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 the applicable Withdrawal Percentage multiplied by the Protected Payment Base. If the Designated Life is younger than 65 years of age, the Protected Payment Amount is zero (0).

**For Contracts with applications (or Regulation 60 paperwork if a replacement) signed prior to May 1, 2019, see APPENDIX: HISTORICAL RIDER PERCENTAGES.**

The Protected Payment Base may change over time. The Protected Payment Base can be changed by subsequent Purchase Payments, the Annual Credit Value, the Highest Anniversary Value, Automatic Resets or by certain withdrawals. Here are ways the Protected Payment Base may change:

- The Protected Payment Base is increased by the full amount of any subsequent Purchase Payments made during the Contract year.
- For the first 5 years from the Rider Effective Date, the Protected Payment Base will be increased to equal the greater of the Annual Credit Value or the Highest Anniversary Value, as long as no withdrawals are made.
- If you take any type of withdrawal within the first 5 years from the Rider Effective Date, the Annual Credit Value or the Highest Anniversary Value will no longer affect the Protected Payment Base.
- Once a withdrawal is taken, the Protected Payment Base may be increased through an Automatic Reset. An Automatic Reset will increase the Protected Payment Base to equal the Contract Value on the Reset Date (if the Protected Payment Base is at least $1.00 less than the Contract Value on that Contract Anniversary).
- A withdrawal that is less than or equal to the amount allowed each Contract Year (the Protected Payment Amount) will not change the Protected Payment Base. However, 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. See examples 3 and 4 of the **Sample Calculations** below for numerical examples of withdrawals and the effect on the Protected Payment Base.

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

If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (*e.g.* reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES – IRAs and Qualified Plans**.

*Withdrawal of Protected Payment Amount*

When the Designated Life is 65 years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary. 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 the **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.

If you request a withdrawal that is greater than the Protected Payment Amount, you must have Contract Value that is equal to or greater than the withdrawal amount requested.

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

*Early Withdrawal*

If an Early Withdrawal occurs, we will (immediately following the Early Withdrawal) reduce the Protected Payment Base either on a proportionate basis or by the total withdrawal amount, whichever results in a lower Protected Payment Base. See example 5 in the

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

**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*.

*Depletion of Contract Value*

If the Designated Life is younger than age 65 when the Contract Value is zero (due to withdrawals, fees, market performance, 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 (excluding an RMD withdrawal), 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 except that an Automatic Reset will not reinstate eligibility for the Annual Credit Value or Highest Anniversary Value as described above. 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, before the Annuity Date, and after the earlier of:

- the first withdrawal since the Rider Effective Date, or
- 5 Contract Anniversaries from the Rider Effective 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, Purchase Payments received after the Rider Effective Date and before the earlier of:

- the first withdrawal since the Rider Effective Date, or
- 5 Contract Anniversaries from the Rider Effective Date.

will result in an increase in the Protected Payment Base, Annual Credit Value and the Highest Anniversary Value by the entire amount of the additional Purchase Payment. See example 2 in **Sa** for a numerical example of the adjustments to the Protected Payment Base,

Annual Credit Value and the Highest Anniversary Value when a Purchase Payment is made. Any Purchase Payments received after the earlier of the first withdrawal or 5 Contract Anniversaries as described above, will increase the Protected Payment Base. 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 professional 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. The surviving spouse may elect to receive any death benefit proceeds instead of continuing the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS - Death Benefits**).

*Termination*

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

- the day any portion of the Contract Value is no longer allocated according to the *investment allocation requirements* in the **APPENDIX: INVESTMENT OPTIONS AVAILABLE UNDER THE CONTRACT** and no corrective action was taken, after written notice was provided, to comply with the requirements to continue the Rider,
- 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, or adding or removing the Owner's spouse),
- 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 (due to withdrawals, fees, market performance, or otherwise) 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**.

**For Contracts with applications (or Regulation 60 paperwork if a replacement) signed prior to May 1, 2019, see APPENDIX: HISTORICAL RIDER PERCENTAGES.**

**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 | Annual Credit Value | Highest Anniversary Value | Protected Payment Base | Protected Payment Amount |
|---|---|---|---|---|---|---|---|
| Rider Effective Date | $100,000 | | $100,000 | $100,000 | $100,000 | $100,000 | $5,000 |

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

- Annual Credit Value = $100,000
- Highest Anniversary Value = $100,000
- Protected Payment Base = Initial Purchase Payment = $100,000
- 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.
- Annual Credit Percentage of 7%
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

| | Purchase Payment | Withdrawal | Contract Value | Annual Credit Value | Highest Anniversary Value | Protected Payment Base | Protected Payment Amount |
|---|---|---|---|---|---|---|---|
| Rider Effective Date | $100,000 | | $100,000 | $100,000 | $100,000 | $100,000 | $5,000 |
| Activity | $100,000 | | $202,000 | $200,000 | $200,000 | $200,000 | $10,000 |
| Year 2 Contract Anniversary | | | $207,000 | $214,000 | $207,000 | $214,000 | $10,700 |

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

Since no withdrawal occurred prior to Year 2 Contract Anniversary, an annual credit of $14,000 (7% of total Purchase Payments) is applied to the Annual Credit Value on that Contract Anniversary, increasing it to $214,000. On Year 2 Contract Anniversary, the Protected Payment Base is reset to $214,000, which is the greater of Annual Credit Value or Highest Anniversary Value. As a result, the Protected Payment Amount on that Contract Anniversary is equal to $10,700 (5% of the Protected Payment Base on that Contract Anniversary).

In addition to Purchase Payments, the Contract Value is further subject to increases and/or decreases during each Contract Year as a result of charges, fees and other adjustments, 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 equal to or less than the Protected Payment Amount is taken during Contract Year 2.
- Annual Credit Percentage of 7%.
- Automatic Resets at Beginning of Contract Years 4 and 5.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

| | Purchase Payment | Withdrawal | Contract Value | Annual Credit Value | Highest Anniversary Value | Protected Payment Base | Protected Payment Amount |
|---|---|---|---|---|---|---|---|
| Rider Effective Date | $100,000 | | $100,000 | $100,000 | $100,000 | $100,000 | $5,000 |
| Activity | $100,000 | | $202,000 | $200,000 | $200,000 | $200,000 | $10,000 |
| Year 2 Contract Anniversary | | | $207,000 | $214,000 | $207,000 | $214,000 | $10,700 |
| Activity | | $4,000 | $205,000 | | | $214,000 | $6,700 |
| Year 3 Contract Anniversary | | | $205,000 | NA | NA | $214,000 | $10,700 |
| Year 4 Contract Anniversary | (Prior to Automatic Reset) | | $215,000 | NA | NA | $214,000 | $10,700 |
| Year 4 Contract Anniversary | (After Automatic Reset) | | $215,000 | NA | NA | $215,000 | $10,750 |
| Activity | | $10,750 | $212,000 | | | $215,000 | $0 |
| Year 5 Contract Anniversary | (Prior to Automatic Reset) | | $217,000 | NA | NA | $215,000 | $10,750 |
| Year 5 Contract Anniversary | (After Automatic Reset) | | $217,000 | NA | NA | $217,000 | $10,850 |

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

As the withdrawal during **Contract Year 2** did not exceed the Protected Payment Amount immediately prior to the withdrawal ($10,700):

- the Protected Payment Base remains unchanged; and
- since a withdrawal occurred, the Annual Credit Value and Highest Anniversary Value no longer apply.

At Year 3 Contract Anniversary, since the Contract Value ($205,000) is less than the Protected Payment Base ($214,000), no Automatic Reset occurs. The Protected Payment Amount will be $10,700 (5% of the Protected Payment Base.

At Year 4 Contract Anniversary, the Protected Payment Base ($214,000) was less than the Contract Value ($215,000) 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 to an amount equal to 100% of the Contract Value (see balanc**es at Year 4 Contract Anniversary – After Automatic Reset**). The Protected Payment Amount is equal to $10,750 (5% of the reset Protected Payment Base).

As the withdrawal during Contract Year 4 did not exceed the Protected Payment Amount immediately prior to the withdrawal ($10,750) the Protected Payment Base remains unchanged.

At Year 5 Contract Anniversary, the Protected Payment Base was less than the Contract Value on that Contract Anniversary (see **balances at Year 5 Contract Anniversary – Prior to Automatic Reset**), an Automatic Reset occurred which resets the Protected Payment Base to an amount equal to 100% of the Contract Value (see **balances at Year 5 Contract Anniversary – After Automatic Reset**). The Protected Payment Amount is equal to $10,850 (5% of the reset Protected Payment Base).

**Example #4 – 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.
- Annual Credit Percentage of 7%.

- Contract Value immediately before withdrawal = $207,000.
- Automatic Reset at Beginning of Contract Year 4.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

| | Purchase Payment | Withdrawal | Contract Value | Annual Credit Value | Highest Anniversary Value | Protected Payment Base | Protected Payment Amount |
|---|---|---|---|---|---|---|---|
| Rider Effective Date | $100,000 | | $100,000 | $100,000 | $100,000 | $100,000 | $5,000 |
| Activity | $100,000 | | $202,000 | $200,000 | $200,000 | $200,000 | $10,000 |
| Year 2 Contract Anniversary | | | $207,000 | $214,000 | $207,000 | $214,000 | $10,700 |
| Activity | | $20,000 | $187,000 (after $20,000 withdrawal) | N/A | N/A | $203,856 | $0 |
| Year 3 Contract Anniversary | | | $192,000 | N/A | N/A | $203,856 | $10,193 |
| Year 4 Contract Anniversary | (Prior to Automatic Reset) | | $205,000 | N/A | N/A | $203,856 | $10,193 |
| Year 4 Contract Anniversary | (After Automatic Reset) | | $205,000 | N/A | N/A | $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 $20,000 withdrawal during **Contract Year 2** exceeds the Protected Payment Amount immediately prior to the withdrawal ($20,000 > $10,700), the Protected Payment Base immediately after the withdrawal is reduced. Since a withdrawal occurred, the Annual Credit Value and Highest Anniversary Value are no longer applicable.

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

- Contract Value = $207,000
- Protected Payment Base = $214,000
- Protected Payment Amount = $10,700 (5% × Protected Payment Base; 5% × $214,000 = $10,700)
- No withdrawals were taken prior to the excess withdrawal

A withdrawal of $20,000 was taken, which exceeds the Protected Payment Amount of $10,700 for the Contract Year. 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 $9,300 (total withdrawal amount – Protected Payment Amount; $20,000 – $10,700 = $9,300).

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 $207,000, which equals the $187,000 after the withdrawal plus the $20,000 withdrawal amount. Expressed as a percentage, the ratio is 4.74% ($9,300 ÷ ($207,000 – $10,700); $9,300 ÷ $196,300 = 0.0474 or 4.74%).

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 $203,856 (Protected Payment Base × (1 – ratio); $214,000 × (1 – 4.74%); $214,000 × 95.26% = $203,856).

The Protected Payment Amount immediately after the withdrawal is equal to $0 (5% of the Protected Payment Base after the withdrawal (5% of $203,856 = $10,193), less cumulative withdrawals during that Contract Year ($20,000), but not less than zero). Since a withdrawal occurred, the Annual Credit Value and Highest Anniversary Value no longer apply.

At Year 3 Contract Anniversary, since the Contract Value ($192,000) is less than the Protected Payment Base ($203,856), no Automatic Reset occurs.

At Year 4 Contract Anniversary, the Protected Payment Base ($203,856) was less than the Contract Value ($205,000) 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 to an amount equal to 100% of the Contract Value (**see balances at Year 4 Contract Anniversary – After Automatic Reset**). The Protected Payment Amount is equal to $10,250 (5% of the reset Protected Payment Base).

**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.
- Annual Credit Percentage of 7%.
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 3.
- Contract Value immediately before withdrawal = $210,000.
- Automatic Reset at Beginning of Contract Year 6.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

| | Purchase Payment | Withdrawal | Contract Value | Annual Credit Value | Highest Anniversary Value | Protected Payment Base | Protected Payment Amount |
|---|---|---|---|---|---|---|---|
| Rider Effective Date | $100,000 | | $100,000 | $100,000 | $100,000 | $100,000 | $0 |
| Activity | $100,000 | | $202,000 | $200,000 | $200,000 | $200,000 | $0 |
| Year 2 Contract Anniversary | | | $207,000 | $214,000 | $207,000 | $214,000 | $0 |
| Year 3 Contract Anniversary | | | $210,000 | $228,000 | $210,000 | $228,000 | $0 |
| Activity | | $30,000 | $180,000 (after $30,000 withdrawal) | N/A | N/A | $195,419 | $0 |
| Year 4 Contract Anniversary | | | $183,000 | N/A | N/A | $195,419 | $0 |
| Activity (Designated Life reaches age 65) | | | $178,000 | N/A | N/A | $195,419 | $9,771 |
| Year 5 Contract Anniversary | | | $185,000 | N/A | N/A | $195,419 | $9,771 |
| Year 6 Contract Anniversary | (Prior to Automatic Reset) | | $215,000 | N/A | N/A | $195,419 | $9,771 |
| Year 6 Contract Anniversary | (After to Automatic Reset) | | $215,000 | N/A | N/A | $215,000 | $10,750 |

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

At Year 3 Contract Anniversary, since the Annual Credit Value ($228,000) is greater than the Contract Value ($210,000) and the Highest Anniversary Value ($210,000), the Protected Payment Base is increased to $228,000. No Automatic Resets are available since no withdrawal has occurred and the Contract has not reached the 5th Contract Anniversary.

Because the $30,000 withdrawal during **Contract Year 3** exceeds the Protected Payment Amount ($0) 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 $30,000.

Second, determine the reduction percentage by dividing the early withdrawal amount by the Contract Value prior to the withdrawal: $30,000 ÷ $210,000 = 0.1429 or 14.29%.

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the lesser of (a) the total withdrawal amount ($30,000) ($228,000 - $30,000 = $198,000) or (b) the reduction percentage ($228,000 × 14.29%) = $32,581; $228,000 - $32,581 = $195,419. Since $195,419 is less than $198,000, the new Protected Payment Base is $195,419.

At Year 4 Contract Anniversary, since the Contract Value ($183,000) is less than the Protected Payment Base ($195,419), no Automatic Reset occurs. Automatic Resets are now available since a withdrawal occurred in **Contract Year 3**. During Year 4, the Designated Life reaches age 65 and a new Protected Payment Amount will be calculated. The Protected Payment Amount is 5% of the Protected Payment Base ($195,419) which results in a Protected Payment Amount of $9,771.

At Year 5 Contract Anniversary, since the Contract Value ($185,000) is less than the Protected Payment Base ($195,419), no Automatic Reset occurs.

At Year 6 Contract Anniversary, since the Contract Value ($215,000) is greater than the Protected Payment Base ($195,419) 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 $10,750 (5% × $215,000) 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. There are no calculations for Annual Credit Value or Highest Anniversary Value since the example has withdrawals occurring immediately.

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 |
|---|---|---|---|---|---|
| 05/01/2017 Contract Anniversary | | | | $100,000 | $5,000 |
| 01/01/2018 | | | $7,500 | | |
| 03/15/2018 | $1,875 | | | $100,000 | $3,125 |
| 05/01/2018 Contract Anniversary | | | | $100,000 | $5,000 |
| 06/15/2018 | $1,875 | | | $100,000 | $3,125 |
| 09/15/2018 | $1,875 | | | $100,000 | $1,250 |
| 12/15/2018 | $1,875 | | | $100,000 | $0 |
| 01/01/2019 | | | $8,000 | | |
| 03/15/2019 | $2,000 | | | $100,000 | $0 |
| 05/01/2019 Contract Anniversary | | | | $100,000 | $5,000 |

Since the RMD Amount for 2019 increases to $8,000, the quarterly withdrawals of the RMD Amount increase to $2,000, as shown by the RMD Withdrawal on March 15, 2019. 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 |
|---|---|---|---|---|---|
| 05/01/2017 Contract Anniversary | | | | $100,000 | $5,000 |
| 01/01/2018 | | | $7,500 | | |
| 03/15/2018 | $1,875 | | | $100,000 | $3,125 |
| 04/01/2018 | | $2,000 | | $100,000 | $1,125 |
| 05/01/2018 Contract Anniversary | | | | $100,000 | $5,000 |
| 06/15/2018 | $1,875 | | | $100,000 | $3,125 |
| 09/15/2018 | $1,875 | | | $100,000 | $1,250 |

| Activity Date | RMD Withdrawal | Non-RMD Withdrawal | Annual RMD Amount | Protected Payment Base | Protected Payment Amount |
|---|---|---|---|---|---|
| 11/15/2018 | | $4,000 | | $96,900 | $0 |

On 3/15/18 there was an RMD Withdrawal of $1,875 and on 4/1/18 a non-RMD Withdrawal of $2,000. Because the total withdrawals during the Contract Year (5/1/17 through 4/30/18) did not exceed the Protected Payment Amount of $5,000 there was no adjustment to the Protected Payment Base. On 5/1/18, the Protected Payment Amount was re-calculated (5% of the Protected Payment Base) as of that Contract Anniversary.

On 11/15/18, 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. Expressed as a percentage, the ratio is 3.10% ($2,750 ÷ ($90,000 – $1,250); $2,750 ÷ $88,750 = 0.0310 or 3.10%).

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

**Example #7 – Lifetime Income.**

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.
- No subsequent Purchase Payments are received.
- Withdrawals of 5% of the Protected Payment Base are taken each Contract Year.
- No Automatic Reset is assumed during the life of the Rider.
- Annual Credit Value and Highest Anniversary Value do not apply.
- Contract Value goes to zero during Contract Year 22.
- Death occurs during Contract Year 27 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 |

| Contract Year | Withdrawal | End of Year Contract Value | Protected Payment Base | Protected Payment Amount |
|---|---|---|---|---|
| 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 | $0 | $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 |
| 27 | $5,000 | $0 | $100,000 | $5,000 |

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

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

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

During Contract Year 22, the Contract Value is reduced to zero after the Protected Payment Amount of $5,000 is withdrawn. Withdrawals of the Protected Payment Amount ($5,000) will continue to be paid each year (even if Contract Value is zero) until the date of death of the Designated Life or when a death benefit becomes payable under the Contract.

**Core Protect Plus (Joint)**

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

*Rider Terms*

**Annual Credit** – An amount added to the Annual Credit Value.

**For Contracts with applications (or Regulation 60 paperwork if a replacement) signed prior to May 1, 2019, see APPENDIX: HISTORICAL RIDER PERCENTAGES.**

**Annual Credit Value** – One of two values (the other value is the Highest Anniversary Value) that determine the Protected Payment Base prior to the earlier of:

- the first withdrawal since the Rider Effective Date, or
- 5 Contract Anniversaries from the Rider Effective Date.

The Annual Credit Value is increased each year by any Annual Credits, plus any subsequent Purchase Payments received from the most recent Contract Anniversary, during the periods described above.

The initial Annual Credit Value is equal to the initial Purchase Payment. See example 1 in the **Sample Calculations** below for a numerical example of initial values.

The Annual Credit is not added to your Contract Value.

Once a withdrawal takes place or 5 Contract Anniversaries as described above, the Annual Credit Value will no longer apply and cannot be reinstated by any Automatic Reset.

**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 Treasury Regulations.

**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.

**Highest Anniversary Value** – One of two values (the other value is the Annual Credit Value) that determine the Protected Payment Base prior to the earlier of:

- the first withdrawal since the Rider Effective Date, or
- 5 Contract Anniversaries from the Rider Effective Date.

On any day after the Rider Effective Date and during the periods described above, the Highest Anniversary Value is equal to:

- the Highest Anniversary Value as of the prior day, plus
- Purchase Payments received by us on that day.

On any Contract Anniversary after the Rider Effective Date, the Highest Anniversary Value is equal to the greater of:

- the Contract Value as of that Contract Anniversary (prior to the Rider fee assessment), or
- the Highest Anniversary Value immediately prior to that Contract Anniversary.

The initial Highest Anniversary Value is equal to the initial Purchase Payment. See example 1 in the **Sample Calculations** below for a numerical example of initial values.

Once a withdrawal takes place or 5 Contract Anniversaries as described above, the Highest Anniversary Value will no longer apply and cannot be reinstated by any Automatic Reset.

**Protected Payment Amount** – The maximum amount that can be withdrawn in a Contract Year under this Rider without reducing the Protected Payment Base. The initial Protected Payment Amount will depend on the age of the youngest Designated Life. 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 be determined using the age at the time of the first withdrawal or the first withdrawal after an Automatic Reset. If the youngest Designated Life is 65 years of age or older, the Protected Payment Amount is the Withdrawal Percentage multiplied by the Protected Payment Base. In any event, the Protected Payment Amount will never be less than zero (0).

**For Contracts with applications (or Regulation 60 paperwork if a replacement) signed prior to May 1, 2019, see APPENDIX: HISTORICAL RIDER PERCENTAGES.**

**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. See example 1 in the **Sample Calculations** below for a numerical example of initial values.

**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 calendar days of the Contract Date, the Rider Effective Date is the Contract Date.

**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).

**Withdrawal Percentage** – This percentage is used to determine the Protected Payment Amount.

**For Contracts with applications (or Regulation 60 paperwork if a replacement) signed prior to May 1, 2019, see APPENDIX: HISTORICAL RIDER PERCENTAGES.**

*Annual Credit*

On each Contract Anniversary after the Rider Effective Date, an Annual Credit will be applied to the Annual Credit Value until the earlier of:

- the first withdrawal since the Rider Effective Date, or
- 5 Contract Anniversaries from the Rider Effective Date.

The Annual Credit is equal to the Annual Credit Percentage multiplied by the total Purchase Payments made into the Contract. See example 2 in the **Sample Calculations** below for a numerical example of the Annual Credit calculation. Once a withdrawal (including an RMD withdrawal) or 5 Contract Anniversaries has occurred, as measured from the Rider Effective Date, no Annual Credit will be added to the Annual Credit Value. In addition, Annual Credit eligibility cannot be reinstated by any Automatic Reset.

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. This Rider also provides for a Highest Anniversary Value feature and for an amount (an "Annual Credit") to be added to the Annual Credit Value. After the first withdrawal since the Rider Effective Date or 5 Contract Anniversaries from the Rider Effective Date, whichever occurs first, the Rider provides for Automatic Resets of 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). 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 the applicable Withdrawal Percentage multiplied by the Protected Payment Base. If the youngest Designated Life is younger than 65 years of age, the Protected Payment Amount is zero (0).

**For Contracts with applications (or Regulation 60 paperwork if a replacement) signed prior to May 1, 2019, see APPENDIX: HISTORICAL RIDER PERCENTAGES.**

The Protected Payment Base may change over time. The Protected Payment Base can be changed by subsequent Purchase Payments, the Annual Credit Value, the Highest Anniversary Value, Automatic Resets or by certain withdrawals. Here are ways the Protected Payment Base may change:

- The Protected Payment Base is increased by the full amount of any subsequent Purchase Payments made during the Contract year.
- For the first 5 years from the Rider Effective Date, the Protected Payment Base will be increased to equal the greater of the Annual Credit Value or the Highest Anniversary Value, as long as no withdrawals are made.
- If you take any type of withdrawal within the first 5 years from the Rider Effective Date, the Annual Credit Value or the Highest Anniversary Value will no longer affect the Protected Payment Base.
- Once a withdrawal is taken, the Protected Payment Base may be increased through an Automatic Reset. An Automatic Reset will increase the Protected Payment Base to equal the Contract Value on the Reset Date (if the Protected Payment Base is at least $1.00 less than the Contract Value on that Contract Anniversary).
- A withdrawal that is less than or equal to the amount allowed each Contract Year (the Protected Payment Amount) will not change the Protected Payment Base. However, 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. See examples 3 and 4 of the **Sample Calculations** below for numerical examples of withdrawals and the effect on the Protected Payment Base.

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

If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (e.g. reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES – IRAs and Qualified Plans**.

*Withdrawal of Protected Payment Amount*

When the youngest Designated Life is 65 years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary. 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 the **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.

If you request a withdrawal that is greater than the Protected Payment Amount, you must have Contract Value that is equal to or greater than the withdrawal amount requested.

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

*Early Withdrawal*

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

*Required Minimum Distributions*

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

- such withdrawal (an “RMD Withdrawal”) is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Treasury Regulations,
- 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
- the youngest Designated Life is age 65 or older.

**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.*

*Depletion of Contract Value*

If the youngest Designated Life is younger than age 65 when the Contract Value is zero (due to withdrawals, fees, market performance, 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 (excluding an RMD withdrawal), 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 except that an Automatic Reset will not reinstate eligibility for the Annual Credit Value or Highest Anniversary Value as described above. 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, before the Annuity Date, and after the earlier of:

- the first withdrawal since the Rider Effective Date, or
- 5 Contract Anniversaries from the Rider Effective 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, Purchase Payments received after the Rider Effective Date and before the earlier of:

- the first withdrawal since the Rider Effective Date, or
- 5 Contract Anniversaries from the Rider Effective Date.

will result in an increase in the Protected Payment Base, Annual Credit Value and the Highest Anniversary Value by the entire amount of the additional Purchase Payment. See example 2 in ***Sample Calculations below*** for a numerical example of the adjustments to the Protected Payment Base, Annual Credit Value and the Highest Anniversary Value when a Purchase Payment is made. Any Purchase Payments received after the earlier of the first withdrawal or 5 Contract Anniversaries as described above, will increase the Protected Payment Base. 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 professional to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the Rider.**

*Continuation of Rider if Surviving Spouse Continues Contract*

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

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

*Ownership and Beneficiary Changes*

Changes to the Contract Owner, Annuitant and/or Beneficiary designations and changes in marital status, including a dissolution of marriage, may adversely affect the benefits of this Rider. A particular change may make a Designated Life ineligible to receive lifetime income benefits under this Rider. As a result, the Rider may remain in effect and you may pay for benefits that you will not receive. See *Rider Terms – Designated Lives* above and **ADDITIONAL INFORMATION – 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 in the **APPENDIX: INVESTMENT OPTIONS AVAILABLE UNDER THE CONTRACT** and no corrective action was taken, after written notice was provided, to comply with the requirements to continue the Rider,
- 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),
- 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 (due to withdrawals, fees, market performance, or otherwise) 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**.

**For Contracts with applications (or Regulation 60 paperwork if a replacement) signed prior to May 1, 2019, see APPENDIX: HISTORICAL RIDER PERCENTAGES.**

**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 | Annual Credit Value | Highest Anniversary Value | Protected Payment Base | Protected Payment Amount |
|---|---|---|---|---|---|---|---|
| Rider Effective Date | $100,000 | | $100,000 | $100,000 | $100,000 | $100,000 | $4,500 |

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

- Annual Credit Value = $100,000
- Highest Anniversary Value = $100,000
- Protected Payment Base = Initial Purchase Payment = $100,000

- 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.
- Annual Credit Percentage of 7%
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

| | Purchase Payment | Withdrawal | Contract Value | Annual Credit Value | Highest Anniversary Value | Protected Payment Base | Protected Payment Amount |
|---|---|---|---|---|---|---|---|
| Rider Effective Date | $100,000 | | $100,000 | $100,000 | $100,000 | $100,000 | $4,500 |
| Activity | $100,000 | | $202,000 | $200,000 | $200,000 | $200,000 | $9,000 |
| Year 2 Contract Anniversary | | | $207,000 | $214,000 | $207,000 | $214,000 | $9,630 |

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

Since no withdrawal occurred prior to Year 2 Contract Anniversary, an annual credit of $14,000 (7% of total Purchase Payments) is applied to the Annual Credit Value on that Contract Anniversary, increasing it to $214,000. On Year 2 Contract Anniversary, the Protected Payment Base is reset to $214,000, which is the greater of Annual Credit Value or Highest Anniversary Value. As a result, the Protected Payment Amount on that Contract Anniversary is equal to $9,630 (4.5% of the Protected Payment Base on that Contract Anniversary).

In addition to Purchase Payments, the Contract Value is further subject to increases and/or decreases during each Contract Year as a result of charges, fees and other adjustments, 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 equal to or less than the Protected Payment Amount is taken during Contract Year 2.
- Annual Credit Percentage of 7%.
- Automatic Resets at Beginning of Contract Years 4 and 5.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

| | Purchase Payment | Withdrawal | Contract Value | Annual Credit Value | Highest Anniversary Value | Protected Payment Base | Protected Payment Amount |
|---|---|---|---|---|---|---|---|
| Rider Effective Date | $100,000 | | $100,000 | $100,000 | $100,000 | $100,000 | $4,500 |
| Activity | $100,000 | | $202,000 | $200,000 | $200,000 | $200,000 | $9,000 |
| Year 2 Contract Anniversary | | | $207,000 | $214,000 | $207,000 | $214,000 | $9,630 |

| | Purchase Payment | Withdrawal | Contract Value | Annual Credit Value | Highest Anniversary Value | Protected Payment Base | Protected Payment Amount |
|---|---|---|---|---|---|---|---|
| Activity | | $4,000 | $205,000 | | | $214,000 | $5,630 |
| Year 3 Contract Anniversary | | | $205,000 | NA | NA | $214,000 | $9,630 |
| Year 4 Contract Anniversary | (Prior to Automatic Reset) | | $215,000 | NA | NA | $214,000 | $9,630 |
| Year 4 Contract Anniversary | (After Automatic Reset) | | $215,000 | NA | NA | $215,000 | $9,675 |
| Activity | | $9,675 | $212,000 | | | $215,000 | $0 |
| Year 5 Contract Anniversary | (Prior to Automatic Reset) | | $217,000 | NA | NA | $215,000 | $9,675 |
| Year 5 Contract Anniversary | (After Automatic Reset) | | $217,000 | NA | NA | $217,000 | $9,765 |

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 ($9,630):

- the Protected Payment Base remains unchanged; and
- since a withdrawal occurred, the Annual Credit Value and Highest Anniversary Value no longer apply.

At Year 3 Contract Anniversary, since the Contract Value ($205,000) is less than the Protected Payment Base ($214,000), no Automatic Reset occurs. The Protected Payment Amount will be $9,630 (4.5% of the Protected Payment Base.

At Year 4 Contract Anniversary, the Protected Payment Base ($214,000) was less than the Contract Value ($215,000) 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 to an amount equal to 100% of the Contract Value (see balan**ces at Year 4 Contract Anniversary – After Automatic Reset**). The Protected Payment Amount is equal to $9,675 (4.5% of the reset Protected Payment Base).

As the withdrawal during Contract Year 4 did not exceed the Protected Payment Amount immediately prior to the withdrawal ($9,675) the Protected Payment Base remains unchanged.

At Year 5 Contract Anniversary, the Protected Payment Base was less than the Contract Value on that Contract Anniversary (see **balances at Year 5 Contract Anniversary – Prior to Automatic Reset**), an Automatic Reset occurred which resets the Protected Payment Base to an amount equal to 100% of the Contract Value (see **balances at Year 5 Contract Anniversary – After Automatic Reset**). The Protected Payment Amount is equal to $9,765 (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.
- Annual Credit Percentage of 7%.
- Contract Value immediately before withdrawal = $207,000.
- Automatic Reset at Beginning of Contract Year 4.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

| | Purchase Payment | Withdrawal | Contract Value | Annual Credit Value | Highest Anniversary Value | Protected Payment Base | Protected Payment Amount |
|---|---|---|---|---|---|---|---|
| Rider Effective Date | $100,000 | | $100,000 | $100,000 | $100,000 | $100,000 | $4,500 |
| Activity | $100,000 | | $202,000 | $200,000 | $200,000 | $200,000 | $9,000 |

| | Purchase Payment | Withdrawal | Contract Value | Annual Credit Value | Highest Anniversary Value | Protected Payment Base | Protected Payment Amount |
|---|---|---|---|---|---|---|---|
| Year 2 Contract Anniversary | | | $207,000 | $214,000 | $207,000 | $214,000 | $9,630 |
| Activity | | $20,000 | $187,000 (after $20,000 withdrawal) | N/A | N/A | $202,765 | $0 |
| Year 3 Contract Anniversary | | | $192,000 | N/A | N/A | $202,765 | $9,124 |
| Year 4 Contract Anniversary | (Prior to Automatic Reset) | | $205,000 | N/A | N/A | $202,765 | $9,124 |
| Year 4 Contract Anniversary | (After Automatic Reset) | | $205,000 | N/A | N/A | $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 $20,000 withdrawal during **Contract Year 2** exceeds the Protected Payment Amount immediately prior to the withdrawal ($20,000 > $10,700), the Protected Payment Base immediately after the withdrawal is reduced. Since a withdrawal occurred, the Annual Credit Value and Highest Anniversary Value are no longer applicable.

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

- Contract Value = $207,000
- Protected Payment Base = $214,000
- Protected Payment Amount = $9,630 (4.5% × Protected Payment Base; 4.5% × $214,000 = $9,630)
- No withdrawals were taken prior to the excess withdrawal

A withdrawal of $20,000 was taken, which exceeds the Protected Payment Amount of $10,700 for the Contract Year. 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 $9,300 (total withdrawal amount – Protected Payment Amount; $20,000 – $9,630 = $10,370).

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 $207,000, which equals the $187,000 after the withdrawal plus the $20,000 withdrawal amount. Numerically, the ratio is 4.74% ($10,370 ÷ ($207,000 – $9,630); $10,370 ÷ $197,370 = 0.0525 or 5.25%).

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 $202,765 (Protected Payment Base × (1 – ratio); $214,000 × (1 – 5.25%); $214,000 × 94.75% = $202,765).

The Protected Payment Amount immediately after the withdrawal is equal to $0 (4.5% of the Protected Payment Base after the withdrawal (4.5% of $202,765 = $9,124), less cumulative withdrawals during that Contract Year ($20,000), but not less than zero). Since a withdrawal occurred, the Annual Credit Value and Highest Anniversary Value no longer apply.

At Year 3 Contract Anniversary, since the Contract Value ($192,000) is less than the Protected Payment Base ($202,765), no Automatic Reset occurs.

At Year 4 Contract Anniversary, the Protected Payment Base ($202,765) was less than the Contract Value ($205,000) 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 to an amount equal to 100% of the Contract Value (**see balances at Year 4 Contract Anniversary – After Automatic Reset**). The Protected Payment Amount is equal to $9,225 (4.5% of the reset Protected Payment Base).

**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.
- Annual Credit Percentage of 7%.

- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 3.
- Contract Value immediately before withdrawal = $210,000.
- Automatic Reset at Beginning of Contract Year 6.
- Each Contract Anniversary referenced in the table represents the first calendar day of the applicable Contract Year.

| | Purchase Payment | Withdrawal | Contract Value | Annual Credit Value | Highest Anniversary Value | Protected Payment Base | Protected Payment Amount |
|---|---|---|---|---|---|---|---|
| Rider Effective Date | $100,000 | | $100,000 | $100,000 | $100,000 | $100,000 | $0 |
| Activity | $100,000 | | $202,000 | $200,000 | $200,000 | $200,000 | $0 |
| Year 2 Contract Anniversary | | | $207,000 | $214,000 | $207,000 | $214,000 | $0 |
| Year 3 Contract Anniversary | | | $210,000 | $228,000 | $210,000 | $228,000 | $0 |
| Activity | | $30,000 | $180,000 (after $30,000 withdrawal) | N/A | N/A | $195,419 | $0 |
| Year 4 Contract Anniversary | | | $183,000 | N/A | N/A | $195,419 | $0 |
| Activity (Designated Life reaches age 65) | | | $178,000 | N/A | N/A | $195,419 | $8,794 |
| Year 5 Contract Anniversary | | | $185,000 | N/A | N/A | $195,419 | $8,794 |
| Year 6 Contract Anniversary | (Prior to Automatic Reset) | | $215,000 | N/A | N/A | $195,419 | $8,794 |
| Year 6 Contract Anniversary | (After to Automatic Reset) | | $215,000 | N/A | N/A | $215,000 | $9,675 |

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

At Year 3 Contract Anniversary, since the Annual Credit Value ($228,000) is greater than the Contract Value ($210,000) and the Highest Anniversary Value ($210,000), the Protected Payment Base is increased to $228,000. No Automatic Resets are available since no withdrawal has occurred and the Contract has not reached the 5th Contract Anniversary.

Because the $30,000 withdrawal during **Contract Year 3** exceeds the Protected Payment Amount ($0) 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 $30,000.

Second, determine the reduction percentage by dividing the early withdrawal amount by the Contract Value prior to the withdrawal: $30,000 ÷ $210,000 = 0.1429 or 14.29%.

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the lesser of (a) the total withdrawal amount ($30,000) ($228,000 - $30,000 = $198,000) or (b) the reduction percentage ($228,000 × 14.29%) = $32,581; $228,000 - $32,581 = $195,419. Since $195,419 is less than $198,000, the new Protected Payment Base is $195,419.

At Year 4 Contract Anniversary, since the Contract Value ($183,000) is less than the Protected Payment Base ($195,419), no Automatic Reset occurs. Automatic Resets are now available since a withdrawal occurred in **Contract Year 3**. During **Contract Year 4**, the Designated Life reaches age 65 and a new Protected Payment Amount will be calculated. The Protected Payment Amount is 4.5% of the Protected Payment Base ($195,419) which results in a Protected Payment Amount of $8,794.

At Year 5 Contract Anniversary, since the Contract Value ($185,000) is less than the Protected Payment Base ($195,419), no Automatic Reset occurs.

At Year 6 Contract Anniversary, since the Contract Value ($215,000) is greater than the Protected Payment Base ($195,419) 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 $9,675 (4.5% × $215,000) 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. There are no calculations for Annual Credit Value or Highest Anniversary Value since the example has withdrawals occurring immediately.

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 |
|---|---|---|---|---|---|
| 05/01/2017 Contract Anniversary | | | | $100,000 | $4,500 |
| 01/01/2018 | | | $7,500 | | |
| 03/15/2018 | $1,875 | | | $100,000 | $2,625 |
| 05/01/2018 Contract Anniversary | | | | $100,000 | $4,500 |
| 06/15/2018 | $1,875 | | | $100,000 | $2,625 |
| 09/15/2018 | $1,875 | | | $100,000 | $750 |
| 12/15/2018 | $1,875 | | | $100,000 | $0 |
| 01/01/2019 | | | $8,000 | | |
| 03/15/2019 | $2,000 | | | $100,000 | $0 |
| 05/01/2019 Contract Anniversary | | | | $100,000 | $4,500 |

Since the RMD Amount for 2019 increases to $8,000, the quarterly withdrawals of the RMD Amount increase to $2,000, as shown by the RMD Withdrawal on March 15, 2019. 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 |
|---|---|---|---|---|---|
| 05/01/2017 Contract Anniversary | | | | $100,000 | $4,500 |
| 01/01/2018 | | | $7,500 | | |
| 03/15/2018 | $1,875 | | | $100,000 | $2,625 |
| 04/01/2018 | | $2,000 | | $100,000 | $625 |
| 05/01/2018 Contract Anniversary | | | | $100,000 | $4,500 |
| 06/15/2018 | $1,875 | | | $100,000 | $2,625 |
| 09/15/2018 | $1,875 | | | $100,000 | $750 |
| 11/15/2018 | | $4,000 | | $96,360 | $0 |

On 3/15/18 there was an RMD Withdrawal of $1,875 and on 4/1/18 a non-RMD Withdrawal of $2,000. Because the total withdrawals during the Contract Year (5/1/17 through 4/30/18) did not exceed the Protected Payment Amount of $4,500 there was no adjustment to the Protected Payment Base. On 5/1/18, the Protected Payment Amount was re-calculated (4.5% of the Protected Payment Base) as of that Contract Anniversary.

On 11/15/18, there was a non-RMD Withdrawal ($4,000) that caused the cumulative withdrawals during the Contract Year ($7,750) to exceed the Protected Payment Amount ($4,500). As the withdrawal exceeded the Protected Payment Amount immediately prior to the

withdrawal ($750), and assuming the Contract Value was $90,000 immediately prior to the withdrawal, the Protected Payment Base is reduced to $96,360.

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

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

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

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

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

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

**Example #7 – Lifetime Income.**

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- All Designated Lives are 65 years old.
- No subsequent Purchase Payments are received.
- Withdrawals, each equal to 4.5% of the Protected Payment Base are taken each Contract Year.
- No Automatic Reset is assumed during the life of the Rider.
- Annual Credit Value and Highest Anniversary Value do not apply.
- 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.
- Contract Value goes to zero during Contract Year 22.
- Surviving Spouse dies 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 |

| Contract Year | Withdrawal | End of Year Contract Value | Protected Payment Base | Protected Payment Amount |
|---|---|---|---|---|
| 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 | $0 | $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.

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.

During Contract Year 22, the Contract Value is reduced to zero after the Protected Payment Amount of $4,500 is withdrawn. Withdrawals of the Protected Payment Amount ($4,500) will continue to be paid each year (even if Contract Value is zero) until the date of death of the Designated Life or when a death benefit becomes payable under the Contract.

**Guaranteed Protection Advantage 3 Select**

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

*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 calendar 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 reject or restrict any additional Purchase Payments, we will provide 30 days advance notice to the Owner. 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* in the **APPENDIX: INVESTMENT OPTIONS AVAILABLE UNDER THE CONTRACT** and no corrective action was taken, after written notice was provided, to comply with the requirements to continue the Rider,
- 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 or adding or removing the Owner's spouse),
- 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 calendar 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 calendar 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<br>$114,209 | $114,209<br>$0 | <br>$25,545 |

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

(a) is the Contract Value at the start of the Term,

(b) is the amount of each subsequent Purchase Payment received during the first year of the Term, and

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

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

- Guaranteed Protected Amount = Initial Purchase Payment = $100,000 ($100,000 + 0 – 0 = $100,000)

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

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

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

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

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

**CoreIncome Advantage 4 Select (Single)**

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

*Rider Terms*

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

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

**Early Withdrawal** – Any withdrawal that occurs before the Designated Life is 59½ years of age.

**Excess Withdrawal** – Any withdrawal (except an RMD Withdrawal) that occurs after the Designated Life is age 59½ or older and exceeds the Protected Payment Amount.

**Protected Payment Amount** – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base. If the Designated Life is 59½ years of age or older, the Protected Payment Amount is equal to 4% of the Protected Payment Base, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to 4% of the Protected Payment Base computed on that date. If the Designated Life is younger than 59½ years of age, the Protected Payment Amount is equal to zero (0); however, once the Designated Life reaches age 59½, the Protected Payment Amount will equal 4% of the Protected Payment Base and will be reset each Contract Anniversary. The initial Protected Payment Amount will depend upon the age of the Designated Life.

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

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

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

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

*How the Rider Works*

Beginning at age 59½, this Rider guarantees you can withdraw up to the Protected Payment Amount, regardless of market performance, until the Rider terminates. Beginning with the 1st anniversary of the Rider Effective Date or most recent Reset Date, whichever is later, the Rider provides for Automatic Annual Resets of the Protected Payment Base to an amount equal to 100% of the Contract Value. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

If the Designated Life is 59½ years of age or older, the Protected Payment Amount is 4% of the Protected Payment Base. If the Designated Life is younger than 59½ years of age, the Protected Payment Amount is zero (0).

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

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

If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (*e.g.* reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES** – **IRAs and Qualified Plans**.

*Withdrawal of Protected Payment Amount*

When the Designated Life is 59½ years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary to 4% of the Protected Payment Base. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year. If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged.

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

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

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

*Early Withdrawal*

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

*Required Minimum Distributions*

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

- such withdrawal (an “RMD Withdrawal”) is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Treasury Regulations,
- 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, and
- the Annual RMD Amount is based on the previous year-end fair market value of this Contract only.

**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 30 days advance 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*.

*Depletion of Contract Value*

If the Designated Life is younger than age 59½ when the Contract Value is zero (due to withdrawals, fees, or otherwise), the Rider will terminate.

If the Designated Life is age 59½ or older and the Contract Value was reduced to zero by a withdrawal that exceeds the Protected Payment Amount (excluding an RMD withdrawal), the Rider will terminate.

If the Designated Life is age 59½ or older and the Contract Value was reduced to zero by a withdrawal (including an RMD Withdrawal) that did not exceed the Protected Payment Amount, the following will apply:

- the Protected Payment Amount will be paid each year until the date of death of the Designated Life or when a death benefit becomes payable under the Contract,
- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency as elected by the Owner, but no less frequently than annually,
- no additional Purchase Payments will be accepted under the Contract, and
- the Contract will cease to provide any death benefit (amount will be zero).

*Reset of Protected Payment Base*

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

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

*Subsequent Purchase Payments*

If we accept additional Purchase Payments after the Rider Effective Date, we will increase the Protected Payment Base by the amount of the Purchase Payments. However, we reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we reject or restrict any additional Purchase Payments, we will provide 30 days advance notice to the Owner. 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 professional to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the Rider.

*Continuation of Rider if Surviving Spouse Continues Contract*

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

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

*Termination*

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

- the day any portion of the Contract Value is no longer allocated according to the *investment allocation requirements* in the **APPENDIX: INVESTMENT OPTIONS AVAILABLE UNDER THE CONTRACT** and no corrective action was taken, after written notice was provided, to comply with the requirements to continue the Rider,
- 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 or adding or removing the Owner's spouse),
- the day you exchange this Rider for another withdrawal benefit Rider,
- the Annuity Date (see the *Annuitization* subsection for additional information),
- the day the Contract Value is reduced to zero as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Protected Payment Amount, or
- the day the Contract Value is reduced to zero if the Designated Life is younger than age 59½.

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

*Sample Calculations*

Hypothetical sample calculations are below in **Sample Calculations**. The examples are based on certain hypothetical assumptions and are for example purposes only. **These examples are not intended to serve as projections of future investment returns.**

**CoreIncome Advantage 4 Select (Joint)**

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

*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 Treasury Regulations.

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

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

- be the Owner (or Annuitant, in the case of a custodial owned IRA or TSA), or
- remain the Spouse of the other Designated Life and be the first in line of succession, as determined under the Contract, for payment of any death benefit.

**Early Withdrawal** – Any withdrawal that occurs before the youngest Designated Life is 59½ years of age.

**Excess Withdrawal** – Any withdrawal (except an RMD Withdrawal) that occurs after the youngest Designated Life is age 59½ or older and exceeds the Protected Payment Amount.

**Protected Payment Amount** – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base. If the youngest Designated Life is 59½ years of age or older, the Protected Payment Amount is equal to 4% of the Protected Payment Base, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to 4% of the Protected Payment Base computed on that date. If the youngest Designated Life is younger than 59½ years of age, the Protected Payment Amount is equal to zero (0). However, once the youngest Designated Life reaches age 59½, the Protected Payment Amount will equal 4% of the Protected Payment Base and will be reset each Contract Anniversary. The initial Protected Payment Amount will depend upon the age of the youngest Designated Life.

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

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

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

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

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

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

*How the Rider Works*

Beginning at age 59½, this Rider guarantees you can withdraw up to the Protected Payment Amount, regardless of market performance, until the Rider terminates. Beginning with the 1st anniversary of the Rider Effective Date or most recent Reset Date, whichever is later, the Rider provides for Automatic Annual Resets of the Protected Payment Base to an amount equal to 100% of the Contract Value. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

If the youngest Designated Life is 59½ years of age or older, the Protected Payment Amount is 4% of the Protected Payment Base. If the youngest Designated Life is younger than 59½ years of age, the Protected Payment Amount is zero (0).

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

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

If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (e.g. reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES** – **IRAs and Qualified Plans**.

*Withdrawal of Protected Payment Amount*

When the youngest Designated Life is 59½ years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary to 4% of the Protected Payment Base. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year. If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged.

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

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

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

*Early Withdrawal*

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

*Required Minimum Distributions*

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

- such withdrawal (an "RMD Withdrawal") is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Treasury Regulations,
- 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
- the youngest Designated Life is age 59½ or older.

**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 30 days advance 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.*

*Depletion of Contract Value*

If the youngest Designated Life is younger than age 59½ when the Contract Value is zero (due to withdrawals, fees, or otherwise), the Rider will terminate.

If the youngest Designated Life is age 59½ or older and the Contract Value was reduced to zero by a withdrawal that exceeds the Protected Payment Amount (excluding an RMD withdrawal), the Rider will terminate.

If the youngest Designated Life is age 59½ or older and the Contract Value was reduced to zero by a withdrawal (including an RMD Withdrawal) that did not exceed the Protected Payment Amount, the following will apply:

- the Protected Payment Amount will be paid each year until the death of all Designated Lives eligible for lifetime benefits,
- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency as elected by the Owner, but no less frequently than annually,
- no additional Purchase Payments will be accepted under the Contract, and
- the Contract will cease to provide any death benefit (amount will be zero).

*Reset of Protected Payment Base*

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

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

*Subsequent Purchase Payments*

If we accept additional Purchase Payments after the Rider Effective Date, we will increase the Protected Payment Base by the amount of the Purchase Payments. However, we reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we reject or restrict any additional Purchase Payments, we will provide 30 days advance notice to the Owner. 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 professional to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the Rider.

*Continuation of Rider if Surviving Spouse Continues Contract*

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

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

*Ownership and Beneficiary Changes*

Changes to the Contract Owner, Annuitant and/or Beneficiary designations and changes in marital status, including a dissolution of marriage, may adversely affect the benefits of this Rider. A particular change may make a Designated Life ineligible to receive lifetime income benefits under this Rider. As a result, the Rider may remain in effect and you may pay for benefits that you will not receive. **You are strongly advised to work with your financial professional and consider your options prior to making any Owner, Annuitant and/or Beneficiary changes to your Contract.** See *Rider Terms – Designated Lives* above and **ADDITIONAL INFORMATION – 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* in the **APPENDIX: INVESTMENT OPTIONS AVAILABLE UNDER THE CONTRACT** and no corrective action was taken, after written notice was provided, to comply with the requirements to continue the Rider,
- 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),
- the day you exchange this Rider for another withdrawal benefit Rider,
- the Annuity Date (see the *Annuitization* subsection for additional information),
- the day the Contract Value is reduced to zero as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Protected Payment Amount, or
- the day the Contract Value is reduced to zero if the youngest Designated Life is younger than age 59½.

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

**Sample Calculations**

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

**The examples apply to CoreIncome Advantage 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 calendar 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 adjustments, 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 calendar 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% × $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 calendar 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 |

| | Purchase Payment | Withdrawal | Contract Value | Protected Payment Base | Protected Payment Amount |
|---|---|---|---|---|---|
| Year 3 Contract Anniversary | (After Automatic Reset) | | $192,000 | $192,000 | $7,680 |

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

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

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

Second, determine the reduction percentage by dividing the excess withdrawal amount computed above by the difference between the Contract Value and the Protected Payment Amount immediately before the withdrawal: $21,720 ÷ ($195,000 – $8,280) = 0.1163 or 11.63%.

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

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

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

**Example #5 – Early Withdrawal.**

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 56½ years old.
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Contract Value immediately before withdrawal = $221,490.
- Automatic Resets at Beginning of Contract Years 2, 3 and 4.
- Each Contract Anniversary referenced in the table represents the first calendar 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 ÷ $221,490 = 0.1129 or 11.29%.

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

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 3 Contract Anniversary – Prior to and After Automatic Reset**). The Protected Payment Amount remains at $0 since the Designated Life has not reached age 59½.

At Year 4 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 4 Contract Anniversary – Prior to and After Automatic Reset**). The Protected Payment Amount is set to $8,200 (4% × $205,000) since the Designated Life reached age 59½.

**Example #6 – RMD Withdrawals.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Example #7 – Lifetime Income.**

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

The values shown below are based on the following assumptions:

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

| Contract Year | Withdrawal | End of Year Contract Value | Protected Payment Base | Protected Payment Amount |
|---|---|---|---|---|
| 1 | $4,000 | $96,489 | $100,000 | $4,000 |
| 2 | $4,000 | $92,410 | $100,000 | $4,000 |

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

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

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

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

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

**Example #8 – Lifetime Income.**

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

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- All Designated Lives are 64 years old.
- No subsequent Purchase Payments are received.
- Withdrawals, each equal to 4% of the Protected Payment Base are taken each Contract Year.
- No Automatic Reset is assumed during the life of the Rider.

- All Designated Lives remain eligible for lifetime income benefits while the Rider is in effect.
- Surviving Spouse continues Contract upon the death of the first Designated Life.
- Surviving Spouse dies during Contract Year 26 after the $4,000 withdrawal was made.

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

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

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

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

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

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

**Income Access Select**

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

*Rider Terms*

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

**Protected Payment Amount** – The maximum amount that can be withdrawn each Contract Year under this Rider without reducing the Protected Payment Base. The Protected Payment Amount on any day after the Rider Effective Date is equal to the lesser of:

- 7% of the Protected Payment Base as of that day, less cumulative withdrawals during that Contract Year, or
- The Remaining Protected Balance as of that day.

The Protected Payment Amount 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 calendar days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 calendar 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 adjustments, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including a TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (e.g. reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor

prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES** – **IRAs and Qualified Plans**.

*Withdrawal of Protected Payment Amount*

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

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

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

**Withdrawals Exceeding the Protected Payment Amount**. If a withdrawal (except an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. We will reduce the Remaining Protected Balance either on a proportionate basis or by the total withdrawal amount, whichever results in the lower Remaining Protected Balance amount. (See example 4 in **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**.

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 (excluding an RMD withdrawal), 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 Treasury Regulations,
- 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, and
- the Annual RMD Amount is based on the previous year-end fair market value of this Contract only.

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 30 days advance notice to the Owner.**

See **FEDERAL TAX ISSUES** – **Qualified Contracts** – *Required Minimum Distributions.*

*Reset of Protected Payment Base and Remaining Protected Balance*

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

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

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

If you elect this option, your election must be received, In Proper Form, within 60 calendar 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. There may be situations where you may want to elect an Owner-Elected Reset. For example, one scenario where an Owner-Elected Reset may be used is when no Automatic Resets have occurred and you want to Reset the Remaining Protected Balance to an amount equal to 100% of the Contract Value. **You are strongly advised to work with your financial professional 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 reject or restrict any additional Purchase Payments, we will provide 30 days advance notice to the Owner. If we decide to no longer accept Purchase Payments, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit riders that you may own while this Rider remains in effect.

*Continuation of Rider if Surviving Spouse Continues Contract*

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

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

*Termination*

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

- the day any portion of the Contract Value is no longer allocated according to the *investment allocation requirements* in the **APPENDIX: INVESTMENT OPTIONS AVAILABLE UNDER THE CONTRACT** and no corrective action was taken, after written notice was provided, to comply with the requirements to continue the Rider,
- 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 or adding or removing the Owner's spouse),
- 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 calendar 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 adjustments, 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 calendar 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 |
| 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 calendar 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% x Protected Payment Base; 7% x $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 $15,000 withdrawal amount. Numerically, the ratio is 0.24% ($510 ÷ ($221,490 – $14,490); $510 ÷ $207,000 = 0.0024 or 0.24%).

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

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

To determine the proportionate reduction, the Remaining Protected Balance immediately before the withdrawal is reduced by the Protected Payment Amount multiplied by 1 less the ratio determined above. Numerically, after the proportionate reduction, the new Remaining Protected Balance is $192,047 (Remaining Protected Balance immediately before the withdrawal – Protected Payment Amount) × (1 – ratio); ($207,000 – $14,490) × (1 – 0.24%); $192,510 × 99.76% = $192,047).

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

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

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

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

**Example #5 – RMD Withdrawals.**

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

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

| Activity Date | RMD Withdrawal | Non-RMD Withdrawal | Annual RMD Amount | Protected Payment Base | Protected Payment Amount | Remaining Protected Balance |
|---|---|---|---|---|---|---|
| 05/01/2006 Contract Anniversary | | | | $100,000 | $7,000 | $100,000 |
| 01/01/2007 | | | $7,500 | | | |
| 03/15/2007 | $1,875 | | | $100,000 | $5,125 | $98,125 |

| Activity Date | RMD Withdrawal | Non-RMD Withdrawal | Annual RMD Amount | Protected Payment Base | Protected Payment Amount | Remaining Protected Balance |
|---|---|---|---|---|---|---|
| 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 reduced by withdrawals already taken. Numerically, the excess withdrawal amount is $750 (total withdrawal amount – (Protected Payment Amount – withdrawals already taken); $4,000 – ($7,000 – $3,750) = $750).

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

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

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

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

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

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

## APPENDIX : FINANCIAL INTERMEDIARY VARIATIONS

Certain Investment Options, Contract features and benefits described in this Prospectus may vary or may not be available depending on the broker-dealer through which your Contract is sold. For example, a broker-dealer may choose not to recommend a certain optional benefit that is described in this Prospectus. Only those Investment Options and optional benefits available through your broker-dealer will be available under your Contract.

The chart below identifies material variations, limitations or restrictions applicable to the Contract sold through particular broker-dealers, in each case resulting from a determination by the broker-dealer based on investor suitability criteria. Note that there may be other variations, limitations, or restrictions of which we are not aware and that are not reasonably available to us, as variations may exist for some broker-dealers without our knowledge. Based on several considerations (e.g. the large number of broker-dealers through whom contracts are distributed, terms of our existing selling agreements), we cannot identify such other variations, limitations, or restrictions, if any, without unreasonable effort or incurring unreasonable expenses. Accordingly, the chart may not reflect all variations, limitations and restrictions applicable to the sale of the Contracts through a particular broker-dealer. **Before you purchase the Contract, you should discuss with your financial professional any variations, limitations, or restrictions related to the Investment Options, Contract features and benefits.** If a particular Investment Option, Contract feature or benefit that interests you is not recommended through your broker-dealer, you may contact another broker-dealer or us to explore its availability.

| Broker-Dealer | Variation |
|---|---|
| Benjamin F. Edwards | ● CoreIncome Advantage Select is not available. |
| Citigroup Global Markets, Inc. | ● Maximum age to elect CoreIncome Advantage Select is age 75 (single)/ 80 (joint). |
| LPL Financial LLC | ● CoreIncome Advantage Select is not available. |
| Raymond James | ● Core Income Advantage Select is not available. |

## WHERE TO GO FOR MORE INFORMATION

You will find additional information about this variable annuity contract and Separate Account A in the Statement of Additional Information (SAI) dated May 1, 2026.

The SAI has been filed with the SEC and is considered to be part of this Prospectus because it is incorporated by reference. Reports and other information about Separate Account A are available on the SEC website at http://www.sec.gov, and copies of this information may be obtained, upon payment of a duplicating fee, by electronic request at the following email address: publicinfo@sec.gov.

You can get a copy of the SAI at no charge by visiting our website, calling or writing to us, or by contacting the SEC. The SEC may charge you a fee for this information.

The Pacific Navigator variable annuity Contract is offered by Pacific Life & Annuity Company, 700 Newport Center Drive. P.O. Box 9000, Newport Beach, California 92660.

If you have any questions about the Contract, please ask your financial professional or contact us.

**How to Contact Us**

Call or write our Service Center at:

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

(800) 748-6907
6 a.m. through 5 p.m. Pacific time

Send Purchase Payments, other payments and application forms to our Service Center at the following address:

*By mail*
Pacific Life & Annuity Company
P.O. Box 2736
Omaha, Nebraska 68103-2736

*By overnight delivery service*
Pacific Life & Annuity Company
6750 Mercy Road, RSD
Omaha, Nebraska 68106

**FINRA Public Disclosure Program**

The Financial Industry Regulatory Authority (FINRA) provides investor protection education through its website and printed materials. The FINRA regulation website address is www.finra.org. An investor brochure that includes information describing the BrokerCheck program may be obtained from FINRA. The FINRA BrokerCheck hotline number is (800) 289-9999. FINRA does not charge a fee for the BrokerCheck program services.

EDGAR Contract No. C000173752

# STATEMENT OF ADDITIONAL INFORMATION

## MAY 1, 2026

## PACIFIC NAVIGATOR[SM]

## SEPARATE ACCOUNT A

Pacific Navigator (the "Contract") is a variable annuity contract offered by Pacific Life & Annuity Company ("PL&A").

This Statement of Additional Information ("SAI") is not a Prospectus and should be read in conjunction with the Contract's Prospectus, dated May 1, 2026, and any supplement thereto, which is available without charge upon written or telephone request to PL&A or by visiting our website at www.pacificlife.com. Terms used in this SAI have the same meanings as in the Prospectus, and some additional terms are defined particularly for this SAI. This SAI is incorporated by reference into the Contract's Prospectus.

Pacific Life & Annuity Company

Mailing address: P.O. Box 2829

Omaha, Nebraska 68103-2829

(800) 748-6907

**TABLE OF CONTENTS**


PACIFIC LIFE & ANNUITY COMPANY AND THE SEPARATE ACCOUNT 1
- Pacific Life & Annuity Company 1
- Separate Account A 1

PRINCIPAL UNDERWRITER AND DISTRIBUTION OF THE CONTRACTS 2
- Pacific Select Distributors, LLC (PSD) 2

PERFORMANCE 3
- Total Returns 3
- Yields 4
- Performance Comparisons and Benchmarks 5
- Power of Tax Deferral 7

THE CONTRACTS AND THE SEPARATE ACCOUNT 7
- Calculating Subaccount Unit Values 7
- Variable Annuity Payment Amounts 8
- Corresponding Dates 10
- Age and Sex of Owner and Annuitant 10
- Systematic Transfer Programs 10
- Pre-Authorized Withdrawals 12
- More on Federal Tax Issues 13
- Safekeeping of Assets 16

FINANCIAL STATEMENTS 16

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM AND INDEPENDENT AUDITORS 16

## PACIFIC LIFE & ANNUITY COMPANY AND THE SEPARATE ACCOUNT

### Pacific Life & Annuity Company

Pacific Life & Annuity Company is a life insurance company domiciled in Arizona. Our operations include life insurance, annuity, institutional products, and various other insurance products and services.

We are authorized to conduct our life insurance and annuity business in New York. Our executive office is located at 700 Newport Center Drive, Newport Beach, California 92660.

PL&A was incorporated in 1982 under the name of Pacific Financial Life Insurance Company. We merged with Pacific Financial Life Insurance Company of Arizona and assumed the PM Group Life Insurance Company in transferring domicile from California to Arizona, which was completed in 1990. On January 1, 1999, we changed our name to our current name, Pacific Life & Annuity Company.

We may provide you with reports of our ratings both as an insurance company and as to our claims-paying ability with respect to our General Account assets.

Pursuant to Commodity Futures Trading Commission Rule 4.5, PL&A has claimed an exclusion from the definition of the term "commodity pool operator" under the Commodity Exchange Act. Therefore, it is not subject to registration or regulation as a commodity pool operator under the Commodity Exchange Act.

*Pacific Life*

Pacific Life Insurance Company administers the policies sold under this Prospectus. Pacific Life's executive office is located at 700 Newport Center Drive, Newport Beach, California 92660.

### Separate Account A

Separate Account A was established on January 25, 1999, as a separate account of ours, and is registered with the SEC under the Investment Company Act of 1940 (the "1940 Act"), as a type of investment company called a "unit investment trust." We established the Separate Account under the laws of the state of Arizona and the Separate Account is maintained under Arizona law.

Obligations arising under your Contract are our general corporate obligations. We are also the legal owner of the assets in the Separate Account. Assets of the Separate Account attributed to the reserves and other liabilities under the Contract and other contracts issued by us that are supported by the Separate Account may not be charged with liabilities arising from any of our other business; any income, gain or loss (whether or not realized) from the assets of the Separate Account are credited to or charged against the Separate Account without regard to our other income, gain or loss. We must keep assets in the Separate Account equal to the reserves and contract liabilities (*i.e.* amounts at least equal to the aggregate variable account value) sufficient to pay obligations under the contracts funded by the Separate Account.

We may invest money in the Separate Account in order to commence its operations and for other purposes, but not to support contracts other than variable annuity contracts. A portion of the Separate Account's assets may include accumulations of charges we make against the Separate Account and investment results of assets so accumulated. These additional assets are ours and we may transfer them to our General Account at any time; however, before making any such transfer, we will consider any possible adverse impact the transfer might have on the Separate Account. Subject to applicable law, we reserve the right to transfer our assets in the Separate Account to our General Account.

The Separate Account may not be the sole investor in the Funds. Investment in a Fund by other separate accounts in connection with variable annuity and variable life insurance contracts may create conflicts. See the Prospectus and SAI for the Funds for more information.

## PRINCIPAL UNDERWRITER AND DISTRIBUTION OF THE CONTRACTS

### Pacific Select Distributors, LLC (PSD)

Pacific Select Distributors, LLC, our affiliate, acts as the principal underwriter (distributor) of the Contracts and offers the Contracts on a continuous basis. PSD is located at 700 Newport Center Drive, Newport Beach, California 92660. PSD is registered as a broker-dealer with the SEC and is a member of FINRA. We pay PSD for acting as distributor under a Distribution Agreement. We and PSD enter into selling agreements with broker-dealers whose financial professionals are authorized by the Superintendent of the New York State Department of Financial Services to solicit applications for the Contracts. The aggregate amount of underwriting commissions paid to PSD for 2025, 2024, and 2023 with regard to PL&A was $33,992,465, $28,503,051, and $26,075,158 respectively, of which $0 was retained.

PSD or an affiliate pays various sales compensation to broker-dealers that solicit applications for the Contracts. PSD or an affiliate also may provide reimbursement for other expenses associated with the promotion and solicitation of applications for the Contracts. Your financial professional typically receives a portion of the compensation that is payable to his or her broker-dealer in connection with the Contract, depending on the agreement between your financial professional and his or her firm. PL&A is not involved in determining that compensation arrangement, which may present its own incentives or conflicts. You may ask your financial professional how he/she will personally be compensated for the transaction.

Under certain circumstances where PSD pays lower initial commissions, certain broker-dealers that solicit applications for Contracts may be paid an ongoing persistency trail commission (sometimes called a residual). The mix of Purchase Payment-based versus trail commissions varies depending upon our agreement with the selling broker-dealer and the commission option selected by your financial professional or broker-dealer.

In addition to the Purchase Payment-based and trail commissions described above, we and/or an affiliate may pay additional cash compensation from our own resources in connection with the promotion and solicitation of applications for the Contracts by some, but not all, broker-dealers. The range of additional cash compensation based on Purchase Payments generally does not exceed 0.40% and trailing compensation based on Account Value generally does not exceed 0.15% on an annual basis. Such additional compensation may give PL&A greater access to financial professionals of the broker-dealers that receive such compensation. While this greater access provides the opportunity for training and other educational programs so that your financial professional may serve you better, this additional compensation also may afford PL&A a “preferred” status at the recipient broker-dealer and provide some other marketing benefit such as website placement, access to financial professional lists, extra marketing assistance or other heightened visibility and access to the broker-dealer’s sales force that otherwise influences the way that the broker-dealer and the financial professional market the Contracts.

We may pay amounts from our own resources (up to $24 per 403(b) contract holder on an annual basis) to compensate or reimburse unaffiliated financial intermediaries for administrative services provided to certain contract holders of 403(b) plans. These administrative services include, among other services, providing plan documents, determining eligibility and participation requirements, processing loan, distribution, and hardship withdrawals, answering questions, establishing and maintaining individual account records (e.g., sources of deferrals, tracking contribution limits and vesting schedules), and delivering applicable tax forms to 403(b) participants/contract owners.

As of December 31, 2025, the following firms have arrangements in effect with the Distributor pursuant to which the firm is entitled to receive a revenue sharing payment:

Advisors Excel, Ameriprise Financial Services Inc., Bok Financial Securities Inc, Cabot Lodge Securities LLC., LPL Financial LLC (Cadaret), Cambridge Investment Research Inc, Charles Schwab & Co Inc., Centaurus Financial Inc., LPL Financial LLC (CUSO), Cetera Advisors LLC, Cetera Advisors Network LLC, Cetera Financial Institutions, Cetera Financial Specialists, Citigroup Global Markets Inc., Collaborative Planning Group, Commonwealth Financial Network, DPL, Edward D. Jones & Co., EF Legacy Securities LLC, Equity Services Inc., Farmers Financial Solutions, , First Heartland Capital Inc., LPL Financial LLC (First Horizon), Financial Distributors Group, First Palladium, LLC Geneos Wealth Management Inc., LPL Financial LLC (Grove Point, Horan Securities Inc., Independent Financial Group, Jacques Financial LLC, Janney Montgomery Scott Inc., JW Cole Financial Inc., Key Investment Services LLC, Kestra Investment Services, Lincoln Investments, L P L Financial LLC, Lion Street Financial LLC, Lockton Affinity, LLC,M Holdings Securities Inc., MML Investors

Services Inc., Morgan Stanley & Co. Incorporated, Mutual Of Omaha Investor Services Inc., LPL Financial LLC (NEXT), OneAmerica Securities Inc.,Osaic Institutions, Inc, Osaic Wealth, Park Avenue Securities LLC., PNC Investments Inc., Principal Securities Inc, Purshe Kaplan Sterling, R B C Capital Markets Corporation, Raymond James & Associates Inc., Raymond James Financial Services Inc., RIA Insurance Solutions , RetireOne Investment Services, LLC ,Santander Securities LLC, LPL Financial LLC (Sorrento), Southern Wealth Securities, LLC., Stephens Inc., Stifel Nicolaus & Company Inc., LPL Financial LLC (SCF), Sigma/Parkland Financial Corporation, , The Huntington Investment., Thurston, Springer, Miller, Herd & Titak, Transamerica Financial Advisors, Trinity Wealth Securities LLC, UBS Financial Services Inc., US Bancorp Investments Inc ,U S Bancorp Advisors LLC ,United Planners Financial Services of America, Wells Fargo Advisors LLC, Wells Fargo Investments LLC, LPL Financial LLC (WIS),. Valmark Securities Inc.

We or our affiliates may also pay override payments, expense allowances and reimbursements, bonuses, wholesaler fees, and training and marketing allowances. Such payments may offset the broker-dealer's expenses in connection with activities that it is required to perform, such as educating personnel and maintaining records. Financial professionals may also receive non-cash compensation, such as expense-paid educational or training seminars involving travel within and outside the U.S. or promotional merchandise.

All of the compensation described in this section, and other compensation or benefits provided by us or our affiliates, may be more or less than the overall compensation on similar or other products and may influence your financial professional or broker-dealer to present this Contract over other investment options. You may ask your financial professional about these potential conflicts of interest and how he/she and his/her broker-dealer are compensated for selling the Contract.

Portfolio Managers of the underlying Portfolios available under this Contract may from time to time bear all or a portion of the expenses of conferences or meetings sponsored by PL&A or PSD that are attended by, among others, representatives of PSD, who would receive information and/or training regarding the Fund's Portfolios and their management by the Portfolio Managers in addition to information regarding the variable annuity and/or life insurance products issued by PL&A and its affiliates. Other persons may also attend all or a portion of any such conferences or meetings, including directors, officers and employees of PL&A, officers and trustees of Pacific Select Fund, and spouses/guests of the foregoing. The Pacific Select Fund Board of Trustees may hold meetings concurrently with such a conference or meeting. The Pacific Select Fund pays for the expenses of the meetings of its Board of Trustees, including the pro rata share of expenses for attendance by the Trustees at the concurrent conferences or meetings sponsored by PL&A or PSD. Additional expenses and promotional items may be paid for by PL&A and/or Portfolio Managers. PSD serves as the Pacific Select Fund Distributor.

## PERFORMANCE

From time to time, our reports or other communications to current or prospective Contract Owners or our advertising or other promotional material may quote the performance (yield and total return) of a Subaccount. Quoted results are based on past performance and reflect the performance of all assets held in that Subaccount for the stated time period. **Quoted results are neither an estimate nor a guarantee of future investment performance, and do not represent the actual experience of amounts invested by any particular Contract Owner.**

### Total Returns

A Subaccount may advertise its "average annual total return" over various periods of time. "Total return" represents the average percentage change in value of an investment in the Subaccount from the beginning of a measuring period to the end of that measuring period. "Annualized" total return assumes that the total return achieved for the measuring period is achieved for each full year period. "Average annual" total return is computed in accordance with a standard method prescribed by the SEC, and is also referred to as "standardized return."

*Average Annual Total Return*

To calculate a Subaccount's average annual total return for a specific measuring period, we first take a hypothetical $1,000 investment in that Subaccount, at its applicable Subaccount Unit Value (the "initial payment") and we compute the ending redeemable value of that initial payment at the end of the measuring period based on the investment experience of that Subaccount ("full withdrawal value"). The full withdrawal value reflects the effect of all recurring Contract fees and charges applicable to a Contract Owner under the Contract, including the asset-based

Risk Charge, the asset-based Administrative Fee and the deduction of the applicable withdrawal charge, but does not reflect any charges for applicable premium taxes and/or any other taxes, any optional living benefit rider charge, any non-recurring fees or charges, or any increase in the Risk Charge for an optional Death Benefit Rider or Four Year Withdrawal Charge Option. The Annual Fee is also taken into account, assuming an average Contract Value of $100,000. The redeemable value is then divided by the initial payment and this quotient is raised to the 365/N power (N represents the number of days in the measuring period), and 1 is subtracted from this result. Average annual total return is expressed as a percentage.

$$T = (ERV/P)^{(365/N)} - 1$$

where T = average annual total return

ERV = ending redeemable value

P = hypothetical initial payment of $1,000

N = number of days

Average annual total return figures will be given for recent 1-, 3-, 5- and 10-year periods (if applicable), and may be given for other periods as well (such as from commencement of the Subaccount's operations, or on a year-by-year basis).

When considering "average" total return figures for periods longer than one year, it is important to note that the relevant Subaccount's annual total return for any one year in the period might have been greater or less than the average for the entire period.

*Aggregate Total Return*

A Subaccount may use "aggregate" total return figures along with its "average annual" total return figures for various periods; these figures represent the cumulative change in value of an investment in the Subaccount for a specific period. Aggregate total returns may be shown by means of schedules, charts or graphs and may indicate subtotals of the various components of total return. The SEC has not prescribed standard formulas for calculating aggregate total return.

Total returns may also be shown for the same periods that do not take into account the withdrawal charge, Four Year Withdrawal Charge, or the Annual Fee.

*Non-Standardized Total Returns*

We may also calculate non-standardized total returns which may or may not reflect any Annual Fee, withdrawal charges, increases in Risk Charge for an optional Death Benefit Rider or Four Year Withdrawal Charge Option, charges for premium taxes and/or any other taxes, any optional living benefit rider charge, or any non-recurring fees or charges.

Standardized return figures will always accompany any non-standardized returns shown.

**Yields**

*Fidelity® VIP Government Money Market Subaccount*

The "yield" (also called "current yield") of the Fidelity® VIP Government Money Market Subaccount is computed in accordance with a standard method prescribed by the SEC. The net change in the Subaccount's Unit Value during a seven-day period is divided by the Unit Value at the beginning of the period to obtain a base rate of return. The current yield is generated when the base rate is "annualized" by multiplying it by the fraction 365/7; that is, the base rate of return is assumed to be generated each week over a 365-day period and is shown as a percentage of the investment. The "effective yield" of the Fidelity® VIP Government Money Market Subaccount is calculated similarly but, when annualized, the base rate of return is assumed to be reinvested. The effective yield will be slightly higher than the current yield because of the compounding effect of this assumed reinvestment.

The formula for effective yield is: [(Base Period Return + 1) (To the power of 365/7)] - 1.

Realized capital gains or losses and unrealized appreciation or depreciation of the assets of the underlying Fidelity® VIP Government Money Market Portfolio are not included in the yield calculation. Current yield and effective yield

do not reflect the deduction of charges for any applicable premium taxes and/or any other taxes, any increase in the Risk Charge for an optional Death Benefit Rider or Four Year Withdrawal Charge Option, any optional living benefit rider charge or any non-recurring fees or charges, but do reflect a deduction for the Annual Fee, the Risk Charge and the asset-based Administrative Fee and assume an average Contract Value of $100,000.

*Other Subaccounts*

"Yield" of the other Subaccounts is computed in accordance with a different standard method prescribed by the SEC. The net investment income (investment income less expenses) per Subaccount Unit earned during a specified one-month or 30-day period is divided by the Subaccount Unit Value on the last day of the specified period. This result is then annualized (that is, the yield is assumed to be generated each month or each 30-day period for a year), according to the following formula, which assumes semi-annual compounding:

$$YIELD = 2*\left[\left(\frac{a-b}{c*d} + 1\right)^{6} - 1\right]$$

where: a = net investment income earned during the period by the Portfolio attributable to the Subaccount.

b = expenses accrued for the period (net of reimbursements).

c = the average daily number of Subaccount Units outstanding during the period that were entitled to receive dividends.

d = the Unit Value of the Subaccount Units on the last day of the period.

The yield of each Subaccount reflects the deduction of all recurring fees and charges applicable to the Subaccount, such as the asset-based Risk Charge, and the asset-based Administrative Fee and the Annual Fee (assuming an average Contract Value of $100,000), but does not reflect any withdrawal charge, charge for applicable premium taxes and/or any other taxes, increase in the Risk Charge for an optional Death Benefit Rider or Four Year Withdrawal Charge Option, any optional living benefit rider charge, or any non-recurring fees or charges.

The Subaccounts' yields will vary from time to time depending upon market conditions, the composition of each Portfolio and operating expenses of the Fund allocated to each Portfolio. Consequently, any given performance quotation should not be considered representative of the Subaccount's performance in the future. Yield should also be considered relative to changes in Subaccount Unit Values and to the relative risks associated with the investment policies and objectives of the various Portfolios. In addition, because performance will fluctuate, it may not provide a basis for comparing the yield of a Subaccount with certain bank deposits or other investments that pay a fixed yield or return for a stated period of time.

**Performance Comparisons and Benchmarks**

In advertisements and sales literature, we may compare the performance of some or all of the Subaccounts to the performance of other variable annuity issuers in general and to the performance of particular types of variable annuities investing in mutual funds, or series of mutual funds, with investment objectives similar to each of the Subaccounts. This performance may be presented as averages or rankings compiled by Lipper Analytical Services, Inc. ("Lipper"), or Morningstar, Inc. ("Morningstar"), which are independent services that monitor and rank the performance of variable annuity issuers and mutual funds in each of the major categories of investment objectives on an industry-wide basis. Lipper's rankings include variable life issuers as well as variable annuity issuers. The performance analyses prepared by Lipper and Morningstar rank such issuers on the basis of total return, assuming reinvestment of dividends and distributions, but do not take sales charges, redemption fees or certain expense deductions at the separate account level into consideration. In addition, Morningstar prepares risk adjusted rankings, which consider the effects of market risk on total return performance. We may also compare the performance of the Subaccounts with performance information included in other publications and services that monitor the performance of insurance company separate accounts or other investment vehicles. These other services or publications may be general interest business publications such as *The Wall Street Journal, Barron's, Business Week, Forbes, Fortune, and Money.*

In addition, our reports and communications to Contract Owners, advertisements, or sales literature may compare a Subaccount's performance to various benchmarks that measure the performance of a pertinent group of securities widely regarded by investors as being representative of the securities markets in general or as being representative of

a particular type of security. We may also compare the performance of the Subaccounts with that of other appropriate indices of investment securities and averages for peer universes of funds or data developed by us derived from such indices or averages. Unmanaged indices generally assume the reinvestment of dividends or interest but do not generally reflect deductions for investment management or administrative costs and expenses.

*Tax Deferred Accumulation*

In reports or other communications to you or in advertising or sales materials, we may also describe the effects of tax-deferred compounding on the Separate Account's investment returns or upon returns in general. These effects may be illustrated in charts or graphs and may include comparisons at various points in time of returns under the Contract or in general on a tax-deferred basis with the returns on a taxable basis. Different tax rates may be assumed.

In general, individuals who own annuity contracts are not taxed on increases in the value under the annuity contract until some form of distribution is made from the contract (Non-Natural Persons as Owners may not receive tax deferred accumulation). Thus, the annuity contract will benefit from tax deferral during the accumulation period, which generally will have the effect of permitting an investment in an annuity contract to grow more rapidly than a comparable investment under which increases in value are taxed on a current basis. The following chart illustrates this benefit by comparing accumulation under a variable annuity contract with accumulations from an investment on which gains are taxed on a current ordinary income basis.

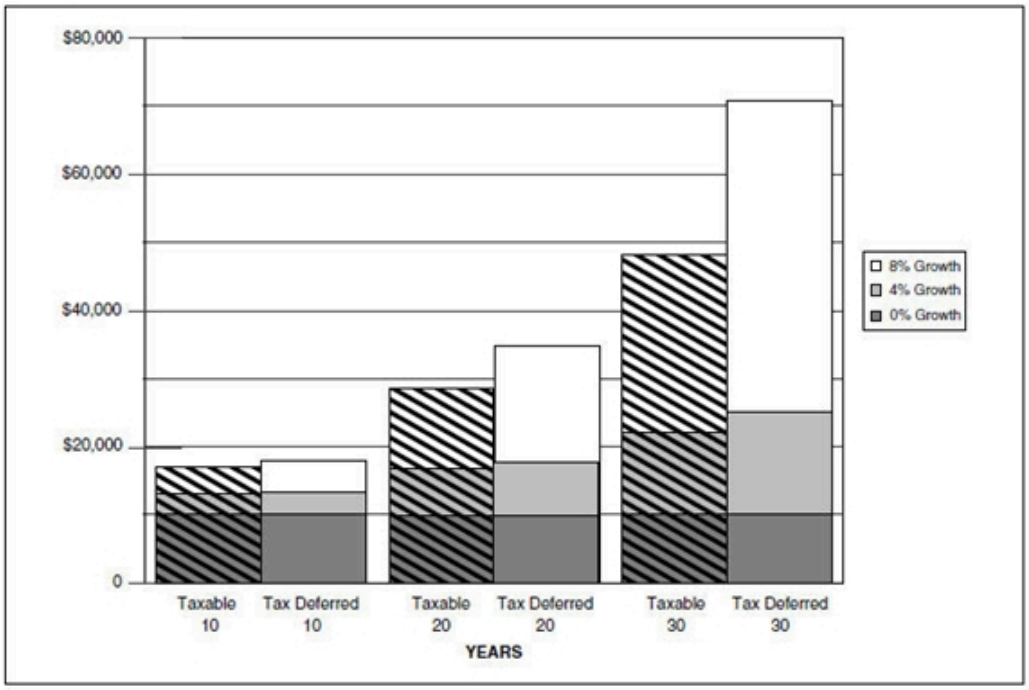
The chart shows a single Purchase Payment of $10,000, assuming hypothetical annual returns of 0%, 4% and 8%, compounded annually, and a tax rate of 32%. The values shown for the taxable investment do not include any deduction for management fees or other expenses but assume that taxes are deducted annually from investment returns. The values shown for the variable annuity do not reflect the asset-based Risk Charge, and the asset-based Administrative Fee and the Annual Fee (assuming an average Contract Value of $100,000), any withdrawal charge, charge for applicable premium taxes and/or any other taxes, increase in the Risk Charge for an optional Death Benefit Rider or Four Year Withdrawal Charge Option, any optional living benefit rider charge, or any underlying Fund expenses.

If above expenses and fees were taken into account, they would reduce the investment return shown for both the taxable investment and the hypothetical variable annuity contract. In addition, these values assume that you do not surrender the Contract or make any withdrawals until the end of the period shown. The chart assumes a full withdrawal, at the end of the period shown, of all Contract Value and the payment of taxes at the 32% rate on the amount in excess of the Purchase Payment.

The rates of return illustrated are hypothetical and are not an estimate or guarantee of performance. Actual tax rates may vary for different assets (*e.g.* capital gains and qualifying dividend income) and taxpayers from that illustrated. Withdrawals by and distributions to Contract Owners who have not reached age 59½ may be subject to a tax penalty of 10%.

**Power of Tax Deferral**

$10,000 investment at annual rates of return of 0%, 4% and 8%, taxed @ 32%




## THE CONTRACTS

### Calculating Subaccount Unit Values

The Unit Value of the Subaccount Units in each Variable Investment Option is computed at the close of the New York Stock Exchange, which is usually 4:00 p.m. Eastern time on each Business Day. The initial Unit Value of each Subaccount was $10 on the Business Day the Subaccount began operations. At the end of each Business Day, the Unit Value for a Subaccount is equal to:

$$Y \times Z$$

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

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

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

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

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

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

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

(c) = any per share charge (a negative number) or credit (a positive number) for any income taxes or other amounts set aside during that valuation period as a reserve for any income and/or any other taxes

which we determine to have resulted from the operations of the Subaccount or Contract, and/or any taxes attributable, directly or indirectly, to Investments;

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

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

As explained in the Prospectus, the Annual Fee, if applicable, will be charged proportionately against your Investment Options. Assessments against your Variable Investment Options are assessed against your Variable Account Value through the automatic debit of Subaccount Units; the Annual Fee decreases the number of Subaccount Units attributed to your Contract but does not alter the Unit Value for any Subaccount.

**Variable Annuity Payment Amounts**

The following steps show how we determine the amount of each variable annuity payment under your Contract.

*First: Pay Applicable Premium Taxes*

When you convert any portion of your Net Contract Value into annuity payments, you must pay any applicable charge for premium taxes and/or other taxes on your Contract Value (unless applicable law requires those taxes to be paid at a later time). We assess this charge by reducing your Account Value proportionately, relative to your Account Value in each Subaccount and in any fixed option, in an amount equal to the aggregate amount of the charges. The remaining amount of your available Net Contract Value may be used to provide variable annuity payments. Alternatively, your remaining available Net Contract Value may be used to provide fixed annuity payments, or it may be divided to provide both fixed and variable annuity payments. You may also choose to withdraw some or all of your remaining Net Contract Value, less any applicable Annual Fees, any optional Rider charge, and/or withdrawal charge, and any charges for premium taxes and/or other taxes without converting this amount into annuity payments.

*Second: The First Variable Payment*

We begin by referring to your Contract's Option Table for your Annuity Option (the "Annuity Option Table"). The Annuity Option Table allows us to calculate the dollar amount of the first variable annuity payment under your Contract, based on the amount applied toward the variable annuity. The number that the Annuity Option Table yields will be based on the Annuitant's age (and, in certain cases, sex) and assumes a 4% rate of return, as described in more detail below.

*Example*: Assume a man is 65 years of age at his Annuity Date and has selected a lifetime annuity with monthly payments guaranteed for 10 years. According to the Annuity Option Table, this man should receive an initial monthly payment of $4.79 for every $1,000 of his Contract Value (reduced by applicable charges) that he will be using to provide variable payments. Therefore, if his Contract Value after deducting applicable fees and charges is $100,000 on his Annuity Date and he applies this entire amount toward his variable annuity, his first monthly payment will be $479.00.

You may choose any other Annuity Option Table that assumes a different rate of return which we offer at the time your Annuity Option is effective.

*Third: Subaccount Annuity Units*

For each Subaccount, we use the amount of the first variable annuity payment under your Contract attributed to each Subaccount to determine the number of Subaccount Annuity Units that will form the basis of subsequent payment amounts. First, we use the Annuity Option Table to determine the amount of that first variable payment for each Subaccount. Then, for each Subaccount, we divide that amount of the first variable annuity payment by the value of one Subaccount Annuity Unit (the "Subaccount Annuity Unit Value") as of the end of the Annuity Date to obtain the number of Subaccount Annuity Units for that particular Subaccount. The number of Subaccount Annuity Units used to calculate subsequent payments under your Contract will not change unless exchanges of Annuity Units are made, (or if the Joint and Survivor Annuity Option is elected and the Primary Annuitant dies first) but the value of those Annuity Units will change daily, as described below.

*Fourth: The Subsequent Variable Payments*

The amount of each subsequent variable annuity payment will be the sum of the amounts payable based on each Subaccount. The amount payable based on each Subaccount is equal to the number of Subaccount Annuity Units for that Subaccount multiplied by their Subaccount Annuity Unit Value at the end of the Business Day in each payment period you elected that corresponds to the Annuity Date.

Each Subaccount's Subaccount Annuity Unit Value, like its Subaccount Unit Value, changes each day to reflect the net investment results of the underlying investment vehicle, as well as the assessment of the Risk Charge at an annual rate of 1.05% and the Administrative Fee at an annual rate of 0.25%. In addition, the calculation of Subaccount Annuity Unit Value incorporates an additional factor; as discussed in more detail below, this additional factor adjusts Subaccount Annuity Unit Values to correct for the Option Table's implicit assumed annual investment return on amounts applied but not yet used to furnish annuity benefits. Any increase in your Risk Charge for an optional death benefit rider and/or the Four Year Withdrawal Charge Option is not charged after the Annuity Date.

Different Subaccounts may be selected for your Contract before and after your Annuity Date, subject to any restrictions we may establish. Currently, you may exchange Subaccount Annuity Units in any Subaccount for Subaccount Annuity Units in any other Subaccount(s) up to four times in any twelve month period after your Annuity Date. The number of Subaccount Annuity Units in any Subaccount may change due to such exchanges. Exchanges following your Annuity Date will be made by exchanging Subaccount Annuity Units of equivalent aggregate value, based on their relative Subaccount Annuity Unit Values.

*Understanding the "Assumed Investment Return" Factors*

The Annuity Option Table incorporates a number of implicit assumptions in determining the amount of your first variable annuity payment. As noted above, the numbers in the Annuity Option Table reflect certain actuarial assumptions based on the Annuitant's age, and, in some cases, the Annuitant's sex. In addition, these numbers assume that the amount of your Contract Value that you convert to a variable annuity will have a positive net investment return of 4% each year during the payout of your annuity; thus 4% is referred to as an "assumed investment return."

The Subaccount Annuity Unit Value for a Subaccount will increase only to the extent that the investment performance of that Subaccount exceeds the Risk Charge, the Administrative Fee, and the assumed investment return. The Subaccount Annuity Unit Value for any Subaccount will generally be less than the Subaccount Unit Value for that same Subaccount, and the difference will be the amount of the assumed investment return factor.

*For example:* Assume the net investment performance of a Subaccount is at a rate of 4.00% per year (after deduction of the 1.05% Risk Charge and the 0.25% Administrative Fee) and the Contract Value amount does not qualify for a reduction of the Risk Charge. The Subaccount Unit Value for that Subaccount would increase at a rate of 4.00% per year, but the Subaccount Annuity Unit Value would not increase (or decrease) at all. The net investment factor for that 4% return [1.04] is then divided by the factor for the 4% assumed investment return [1.04] and 1 is subtracted from the result to determine the adjusted rate of change in Subaccount Annuity Unit Value:

$$\frac{1.04}{1.04} = 1;\ 1 - 1 = 0;\ 0 \times 100\% = 0\%.$$

If the net investment performance of a Subaccount's assets is at a rate less than 4.00% per year, the Subaccount Annuity Unit Value will decrease, even if the Subaccount Unit Value is increasing.

*For example:* Assume the net investment performance of a Subaccount is at a rate of 2.60% per year (after deduction of the 1.05% Risk Charge and the 0.25% Administrative Fee) and the Contract Value amount does not qualify for a reduction of the Risk Charge. The Subaccount Unit Value for that Subaccount would increase at a rate of 2.60% per year, but the Subaccount Annuity Unit Value would decrease at a rate of 1.35% per year. The net investment factor for that 2.6% return [1.026] is then divided by the factor for the 4% assumed investment return [1.04] and 1 is subtracted from the result to determine the adjusted rate of change in Subaccount Annuity Unit Value:

$$\frac{1.026}{} = 0.9865;\ 0.9865 - 1 = -0.0135;\ -0.0135 \times 100\% = -1.35\%.$$

1.04

The assumed investment return will always cause increases in Subaccount Annuity Unit Values to be somewhat less than if the assumption had not been made, will cause decreases in Subaccount Annuity Unit Values to be somewhat greater than if the assumption had not been made, and will (as shown in the example above) sometimes cause a decrease in Subaccount Annuity Unit Values to take place when an increase would have occurred if the assumption had not been made. If we had assumed a higher investment return in our Annuity Option tables, it would produce annuities with larger first payments, but the increases in subaccount annuity payments would be smaller and the decreases in subsequent annuity payments would be greater; a lower assumed investment return would produce annuities with smaller first payments, and the increases in subsequent annuity payments would be greater and the decreases in subsequent annuity payments would be smaller.

## Corresponding Dates

If any transaction or event under your Contract is scheduled to occur on a "corresponding date" that does not exist in a given calendar period, the transaction or event will be deemed to occur on the following Business Day. In addition, as stated in the Prospectus, any event scheduled to occur on a day that is not a Business Day will occur on the next succeeding Business Day.

*Example*: If your Contract is issued on February 29 in year 1 (a leap year), your Contract Anniversary in years 2, 3 and 4 will be on March 1.

*Example*: If your Annuity Date is July 31, and you select monthly annuity payments, the payments received will be based on valuations made on July 31, August 31, October 1 (for September), October 31, December 1 (for November), December 31, January 31, March 1 (for February), March 31, May 1 (for April), May 31 and July 1 (for June).

## Age and Sex of Owner and Annuitant

The Contracts generally provide for sex-distinct annuity income factors in the case of life annuities. Statistically, females tend to have longer life expectancies than males; consequently, if the amount of annuity payments is based on life expectancy, they will ordinarily be higher if an annuitant is male than if an annuitant is female. Certain states' regulations prohibit sex-distinct annuity income factors, and Contracts issued in those states will use unisex factors. In addition, Contracts issued in connection with certain Qualified Plans are required to use unisex factors.

We may require proof of your Annuitant's age and/or sex before or after commencing annuity payments. If the age or sex (or both) of your Annuitant are incorrectly stated in your Contract, we will correct the amount payable to equal the amount that the annuitized portion of the Contract Value under that Contract would have purchased for your Annuitant's correct age and sex. If we make the correction after annuity payments have started, and we have made overpayments based on the incorrect information, we will deduct the amount of the overpayment, with interest as stated in your Contract, from any payments due then or later; if we have made underpayments, we will add the amount, with interest as stated in your Contract, of the underpayments to the next payment we make after we receive proof of the correct age and/or sex.

Additionally, we may require proof of the Annuitant's or Owner's age and/or sex before any payments associated with the Death Benefit provisions of your Contract are made. If the age or sex is incorrectly stated in your Contract, we will base any payment associated with the Death Benefit provisions on your Contract on the Annuitant's or Owner's correct age or sex.

## Systematic Transfer Programs

The fixed option(s) are not available in connection with portfolio rebalancing. If you are using the earnings sweep, you may also use portfolio rebalancing only if you selected the Fidelity® VIP Government Money Market Subaccount. You may not use dollar cost averaging, DCA Plus, and the earnings sweep at the same time. In addition, no fixed option(s) may be used as the target Investment Option under any systematic transfer program.

*Dollar Cost Averaging*

When you request dollar cost averaging, you are authorizing us to make periodic reallocations of your Contract Value without waiting for any further instruction from you. You may request to begin or stop dollar cost averaging at any time prior to your Annuity Date; the effective date of your request will be the day we receive notice from you In Proper Form. Your request may specify the date on which you want your first transfer to be made. Your first transfer may not be made until 30 days after your Contract Date, and if you specify an earlier date, your first transfer will be delayed until one calendar month after the date you specify. If you request dollar cost averaging on your application for your Contract and you fail to specify a date for your first transfer, your first transfer will be made one period after your Contract Date (that is, if you specify monthly transfers, the first transfer will occur 30 days after your Contract Date; quarterly transfers, 90 days after your Contract Date; semi-annual transfers, 180 days after your Contract Date; and if you specify annual transfers, the first transfer will occur on your Contract Anniversary). If you stop dollar cost averaging, you must wait 30 days before you may begin this option again. Currently, we are not enforcing the 30 day waiting periods but we reserve the right to enforce such waiting periods in the future. We will provide at least a 30 day prior notice before we enforce the 30 day waiting periods.

Your request to begin dollar cost averaging must specify the Investment Option you wish to transfer money from (your "source account"). You may choose any one Investment Option as your source account. The Account Value of your source account must be at least $5,000 for you to begin dollar cost averaging. Currently, we are not enforcing the minimum Account Value but we reserve the right to enforce such minimum amounts in the future. We will provide at least a 30 day prior notice before we enforce the minimum Account Value requirement.

Your request to begin dollar cost averaging must also specify the amount and frequency of your transfers. You may choose monthly, quarterly, semiannual or annual transfers. The amount of your transfers may be specified as a dollar amount or a percentage of your source Account Value; however, each transfer must be at least $250. Currently, we are not enforcing the minimum transfer amount but we reserve the right to enforce such minimum amounts in the future. We will provide at least a 30 day prior notice before we enforce the minimum transfer amount. Dollar cost averaging transfers are not subject to the same requirements and limitations as other transfers.

Finally, your request must specify the Variable Investment Option(s) you wish to transfer amounts to (your "target account(s)"). If you select more than one target account, your dollar cost averaging request must specify how transferred amounts should be allocated among the target accounts. Your source account may not also be a target account.

Your dollar cost averaging transfers will continue until the earlier of:

- your request to stop dollar cost averaging is effective,
- your source Account Value is zero,
- your transfer amount is greater than the source Account Value, or
- your Annuity Date.

If, as a result of a dollar cost averaging transfer, your source Account Value falls below any minimum Account Value we may establish, we have the right, at our option, to transfer that remaining Account Value to your target account(s) on a proportionate basis relative to your most recent allocation instructions. We may change, terminate or suspend the dollar cost averaging option at any time.

*Portfolio Rebalancing*

Portfolio rebalancing allows you to maintain the percentage of your Contract Value allocated to each Variable Investment Option at a pre-set level prior to annuitization.

For example, you could specify that 30% of your Contract Value should be in Subaccount A, 40% in Subaccount B, and 30% in Subaccount C.

Over time, the variations in each Subaccount's investment results will shift this balance of these Subaccount Value allocations. If you elect the portfolio rebalancing feature, we will automatically transfer your Subaccount Value back to the percentages you specify.

You may choose to have rebalances made quarterly, semi-annually or annually. Any Investment Options not selected for portfolio rebalancing will not be rebalanced.

Procedures for selecting portfolio rebalancing are generally the same as those discussed in detail above for selecting dollar cost averaging: You may make your request at any time prior to your Annuity Date and it will be effective when we receive it In Proper Form. If you stop portfolio rebalancing, you must wait 30 days to begin again. Currently, we are not enforcing the 30-day waiting period but we reserve the right to enforce such waiting period in the future. If you request rebalancing on your application but do not specify a date for the first rebalance, it will occur one period after your Contract Date, as described above under Dollar Cost Averaging. We may change, terminate or suspend the portfolio rebalancing feature at any time. Portfolio rebalancing will stop on the Annuity Date.

*Earnings Sweep*

An earnings sweep automatically transfers the earnings from the Fidelity® VIP Government Money Market Subaccount (the "sweep option") to one or more other Variable Investment Options (your "target option(s)"). The Account Value of your sweep option will be required to be at least $5,000 when you elect the earnings sweep. Currently, we are not enforcing the minimum Account Value but we reserve the right to enforce such minimum amounts in the future. We will provide at least a 30 day prior notice before we enforce the minimum Account Value requirement.

You may choose to have earnings sweeps occur monthly, quarterly, semi-annually or annually until you annuitize. At each earnings sweep, we will automatically transfer your accumulated earnings attributable to your sweep option for the previous period proportionately to your target option(s). That is, if you select a monthly earnings sweep, we will transfer the sweep option earnings from the preceding month; if you select a semi-annual earnings sweep, we will transfer the sweep option earnings accumulated over the preceding 6 months. Earnings sweep transfers are not subject to the same requirements and limitations as other transfers.

To determine the earnings, we take the change in the sweep option's Account Value during the sweep period, add any withdrawals or transfers out of the sweep option Account that occurred during the sweep period, and subtract any allocations to the sweep option Account during the sweep period. The result of this calculation represents the "total earnings" for the sweep period.

If, during the sweep period, you withdraw or transfer amounts from the sweep option Account, we assume that earnings are withdrawn or transferred before any other Account Value. Therefore, your "total earnings" for the sweep period will be reduced by any amounts withdrawn or transferred during the sweep option period. The remaining earnings are eligible for the sweep transfer.

Procedures for selecting the earnings sweep are generally the same as those discussed in detail above for selecting dollar cost averaging and portfolio rebalancing: You may make your request at any time and it will be effective when we receive In Proper Form. If you stop the earnings sweep, you must wait 30 days to begin again. Currently, we are not enforcing the 30 day waiting period but we reserve the right to enforce such waiting period in the future. We will provide at least a 30 day prior notice before we enforce the 30 day waiting period. If you request the earnings sweep on your application but do not specify a date for the first sweep, it will occur one period after your Contract Date, as described above under Dollar Cost Averaging.

If, as a result of an earnings sweep transfer, your source Account Value falls below $500, we have the right, at our option, to transfer that remaining Account Value to your target account(s) on a proportionate basis relative to your most recent allocation instructions. We may change, terminate or suspend the earnings sweep option at any time.

**Pre-Authorized Withdrawals**

You may specify a dollar amount for your pre-authorized withdrawals, or you may specify a percentage of your Contract Value or living benefit rider, if applicable. You may direct us to make your pre-authorized withdrawals from one or more specific Investment Options. If you do not give us these specific instructions, amounts will be deducted proportionately from your Account Value in each Investment Option. If your pre-authorized or required withdrawal (e.g. required minimum distributions from qualified plans or IRAs or withdrawals following the death of the Owner) is larger than the value of your specified Investment Option, any excess amount will be deducted proportionately from the remaining Investment Options.

Procedures for selecting pre-authorized withdrawals are generally the same as those discussed in detail above for selecting dollar cost averaging, portfolio rebalancing, and earnings sweeps. You may make your request at any time and it will be effective when we receive it In Proper Form. If you stop the pre-authorized withdrawals, you must

wait 30 days to begin again. Currently, we are not enforcing the 30-day waiting period but we reserve the right to enforce such waiting period in the future. We will provide at least a 30 day prior notice before we enforce the 30-day waiting period.

Pre-authorized withdrawals are subject to the same withdrawal charges as are other withdrawals and each withdrawal is subject to any applicable charge for premium taxes and/or other taxes, to federal income tax on its taxable portion, and, if you have not reached age 59½, may be subject to a 10% federal tax penalty.

### More on Federal Tax Issues

Section 817(h) of the Code provides that the investments underlying a variable annuity must satisfy certain diversification requirements. Details on these diversification requirements generally appear in the Fund SAIs. We believe the underlying Variable Investment Options for the Contract meet these requirements. On March 7, 2008, the Treasury Department issued Final Regulations under Section 817(h). These Final Regulations do not provide guidance concerning the extent to which you may direct your investments to particular divisions of a separate account. Such guidance may be included in regulations or revenue rulings under Section 817(d) relating to the definition of a variable contract. We reserve the right to make such changes as we deem necessary or appropriate to ensure that your Contract continues to qualify as an annuity for tax purposes. Any such changes will apply uniformly to affected Contract Owners and will be made with such notice to affected Contract Owners as is feasible under the circumstances.

For a variable life insurance contract or a variable annuity contract to qualify for tax deferral, assets in the separate accounts supporting the contract must be considered to be owned by the insurance company and not by the contract owner. Under current U.S. tax law, if a contract owner has excessive control over the investments made by a separate account, or the underlying fund, the contract owner will be taxed currently on income and gains from the account or fund. In other words, in such a case of "investor control" the contract owner would not derive the tax benefits normally associated with variable life insurance or variable annuities.

Generally, according to the IRS, there are two ways that impermissible investor control may exist. The first relates to the design of the contract or the relationship between the contract and a separate account or underlying fund. For example, at various times, the IRS has focused on, among other factors, the number and type of investment choices available pursuant to a given variable contract, whether the contract offers access to funds that are available to the general public, the number of transfers that a contract owner may make from one investment option to another, and the degree to which a contract owner may select or control particular investments.

With respect to this first aspect of investor control, we believe that the design of our contracts and the relationship between our contracts and the Portfolios satisfy the current view of the IRS on this subject, such that the investor control doctrine should not apply. However, because of some uncertainty with respect to this subject and because the IRS may issue further guidance on this subject, we reserve the right to make such changes as we deem necessary or appropriate to reduce the risk that your contract might not qualify as a life insurance contract or as an annuity for tax purposes.

The second way that impermissible investor control might exist concerns your actions. Under case law and IRS guidance, you may not select or control particular investments, other than choosing among broad investment choices such as selecting a particular Portfolio. You may not select or direct the purchase or sale of a particular investment of a Separate Account, a Subaccount (or Variable Investment Option), or a Portfolio. All investment decisions concerning the Separate Accounts and the Subaccounts must be made by us, and all investment decisions concerning the underlying Portfolios must be made by the portfolio manager for such Portfolio in his or her sole and absolute discretion, and not by the contract owner. Furthermore, you may not enter into an agreement or arrangement with a portfolio manager of a Portfolio or communicate directly or indirectly with such a portfolio manager or any related investment officers concerning the selection, quality, or rate of return of any specific investment or group of investments held by a Portfolio, and you may not enter into any such agreement or arrangement or have any such communication with us or the portfolio manager of a Portfolio.

Finally, the IRS may issue additional guidance on the investor control doctrine, which might further restrict your actions or features of the variable contract. Such guidance could be applied retroactively. If any of the rules outlined above are not complied with, the IRS may seek to tax you currently on income and gains from a Portfolio such that you would not derive the tax benefits normally associated with variable life insurance or variable annuities.

Although highly unlikely, such an event may have an adverse impact on the fund and other variable contracts. We urge you to consult your own tax advisor with respect to the application of the investor control doctrine.

*Loans*

If available, certain Owners of Qualified Contracts may borrow against their Contracts. Otherwise loans from us are not permitted. You may request a loan from us, using your Contract Value as your only security if your Qualified Contract:

- is not subject to Title 1 of ERISA,
- is issued under Section 403(b) of the Code, and
- permits loans under its terms (a "Loan Eligible Plan").

You will be charged interest on your Contract Debt at a fixed annual rate equal to 5%. The amount held in the Loan Account to secure your loan will earn a return equal to an annual rate of 3%. The net amount of interest you pay on your loan will be 2% annually.

Interest charges accrue on your Contract Debt daily, beginning on the effective date of your loan. Interest earned on the Loan Account Value accrue daily beginning on the day following the effective date of the loan, and those earnings will be transferred once a year to your Investment Options in accordance with your most recent allocation instructions.

We may change these loan provisions to reflect changes in the Code or interpretations thereof. **We urge you to consult with a qualified tax advisor prior to effecting any loan transaction under your Contract.**

If you purchase any optional living benefit rider (including any and all previous, current, and future versions), taking a loan while an optional living benefit rider is in effect will terminate your Rider. If you have an existing loan on your Contract, you should carefully consider whether an optional living benefit rider is appropriate for you.

*Tax and Legal Matters*

The tax and ERISA rules relating to Contract loans are complex and in many cases unclear. For these reasons, and because the rules vary depending on the individual circumstances, these loans are processed by your Plan Administrator. **We urge you to consult with a qualified tax advisor prior to effecting any loan transaction under your Contract.**

Generally, interest paid on your loan under a 403(b) tax-sheltered annuity will be considered non-deductible "personal interest" under Section 163(h) of the Code, to the extent the loan comes from and is secured by your pre-tax contributions, even if the proceeds of your loan are used to acquire your principal residence.

*Loan Procedures*

Your loan request must be submitted on the appropriate request form. You may submit a loan request 30 days after your Contract Date and before your Annuity Date. However, before requesting a new loan, you must wait 30 days after the last payment of a previous loan. If approved, your loan will usually be effective as of the end of the Business Day on which we receive all necessary documentation In Proper Form. We will normally forward proceeds of your loan to you within 7 calendar days after the effective date of your loan.

In order to secure your loan, on the effective date of your loan, we will transfer an amount equal to the principal amount of your loan into an account called the "Loan Account." The Loan Account is held under the General Account. To make this transfer, we will transfer amounts proportionately from your Investment Options based on your Account Value in each Investment Option.

As your loan is repaid, a portion, corresponding to the amount of the repayment of any amount then held as security for your loan, will be transferred from the Loan Account back into your Investment Options relative to your most recent allocation instructions.

A transfer from the Loan Account back into your Investment Options following a loan repayment is not considered a transfer under the transfer limitations as stated in the **HOW YOUR PURCHASE PAYMENTS ARE ALLOCA-TED – Transfers and Market-timing Restrictions** section in the Prospectus.

*Loan Terms*

You may have only one loan outstanding at any time. The minimum loan amount is $1,000. Your Contract Debt at the effective date of your loan may not exceed the *lesser* of:

- 50% of the amount available for withdrawal under this Contract (see the **WITHDRAWALS – Optional Withdrawals** – *Amount Available for Withdrawal* section in the Prospectus), or
- $50,000 less your highest outstanding Contract Debt during the 12-month period immediately preceding the effective date of your loan.

You should refer to the terms of your particular Loan Eligible Plan for any additional loan restrictions. If you have other loans outstanding pursuant to other Loan Eligible Plans, the amount you may borrow may be further restricted. We are not responsible for making any determination (including loan amounts permitted) or any interpretation with respect to your Loan Eligible Plan.

*Repayment Terms*

Your loan, including principal and accrued interest, generally must be repaid in quarterly installments. An installment will be due in each quarter on the date corresponding to the effective date of your loan, beginning with the first such date following the effective date of your loan. See the **FEDERAL TAX ISSUES – Qualified Contracts –** *Loans* section in the Prospectus.

*Example*: On May 1, we receive your loan request, and your loan is effective. Your first quarterly payment will be due on August 1.

Adverse tax consequences may result if you fail to meet the repayment requirements for your loan. You must repay principal and interest of any loan in substantially equal payments over the term of the loan. Generally, the term of the loan will be 5 years from the effective date of the loan. However, if you have certified to us that your loan proceeds are to be used to acquire a principal residence for yourself, you may request a loan term of 30 years. In either case, however, you must repay your loan prior to your Annuity Date. If you elect to annuitize (or withdraw) your Net Contract Value while you have an outstanding loan, we will deduct any Contract Debt from your Contract Value at the time of the annuitization (or withdrawal) to repay the Contract Debt.

You may prepay your entire loan at any time. If you do so, we will bill you for any unpaid interest that has accrued through the date of payoff. Your loan will be considered repaid only when the interest due has been paid. Subject to any necessary approval of state insurance authorities, while you have Contract Debt outstanding, we will treat all payments you send us as Investments unless you specifically indicate that your payment is a loan repayment or include your loan payment notice with your payment. To the extent allowed by law, any loan repayments in excess of the amount then due will be applied to the principal balance of your loan. Such repayments will not change the due dates or the periodic repayment amount due for future periods. If a loan repayment is in excess of the principal balance of your loan, any excess repayment will be refunded to you. Repayments we receive that are less than the amount then due will be returned to you, unless otherwise required by law.

If we have not received your full payment by its due date, we will declare the entire remaining loan balance in default. At that time, we will send written notification of the amount needed to bring the loan back to a current status. You will have 60 days from the date on which the loan was declared in default (the "grace period") to make the required payment.

If the required payment is not received by the end of the grace period, the defaulted loan balance plus accrued interest and any withdrawal charge will be withdrawn from your Contract Value, *if amounts under your Contract are eligible for distribution*. In order for an amount to be eligible for distribution from a TSA funded by salary reductions you must meet one of five triggering events. The triggering events are:

- attainment of age 59½,
- severance from employment,
- death,
- disability, and
- financial hardship (with respect to contributions only, not income or earnings on these contributions).

If those amounts are not eligible for distribution, the defaulted loan balance plus accrued interest and any withdrawal charge will be considered a Deemed Distribution and will be withdrawn when such Contract Values become eligible. In either case, the Distribution or the Deemed Distribution will be considered a *currently taxable event*, and may be subject to the withdrawal charge and a 10% federal tax penalty.

If there is a Deemed Distribution under your Contract and to the extent allowed by law, any future withdrawals will first be applied as repayment of the defaulted Contract Debt, including accrued interest and charges for applicable taxes. Any amounts withdrawn and applied as repayment of Contract Debt will first be withdrawn from your Loan Account, and then from your Investment Options on a proportionate basis relative to the Account Value in each Investment Option. If you have an outstanding loan that is in default, the defaulted Contract Debt will be considered a withdrawal for the purpose of calculating any Death Benefit Amount and/or Guaranteed Minimum Death Benefit.

The terms of any such loan are intended to qualify for the exception in Code Section 72(p)(2) so that the distribution of the loan proceeds will not constitute a distribution that is taxable to you. To that end, these loan provisions will be interpreted to ensure and maintain such tax qualification, despite any other provisions to the contrary. Subject to any regulatory approval, we reserve the right to amend your Contract to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification or to conform any terms of our loan arrangement with you to any applicable changes in the tax qualification requirements. We will send you a copy of any such amendment. If you refuse such an amendment, it may result in adverse tax consequences to you.

### Safekeeping of Assets

We are responsible for the safekeeping of the assets of the Separate Account. These assets are held separate and apart from the assets of our General Account and our other separate accounts.

## FINANCIAL STATEMENTS

The financial statements of Separate Account A of PL&A as of December 31, 2025 and for each of the periods presented, are incorporated by reference to the Variable Account's Form N-VPFS, File No. 811-09203 filed with the SEC on April 6, 2026. PL&A's statutory basis financial statements as of December 31, 2025, and 2024 and for each of the three years in the period ended December 31, 2025 are incorporated by reference to the Variable Account's Form N-VPFS, File No. 811-09203 filed with the SEC on April 6, 2026. These financial statements should be considered only as bearing on the ability of PL&A to meet its obligations under the Contracts and not as bearing on the investment performance of the assets held in the Separate Account.

## INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM AND INDEPENDENT AUDITORS

The financial statements of Separate Account A of Pacific Life & Annuity Company as of December 31, 2025 and for each of the periods presented have been audited by Deloitte & Touche LLP, independent registered public accounting firm, as stated in their report incorporated by reference in the Statement of Additional Information and appearing in the Variable Account's Form N-VPFS, File No. 811-09203, filed with the SEC on April 6, 2026,and such financial statements are incorporated by reference in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The statutory basis financial statements of Pacific Life & Annuity Company as of December 31, 2025 and 2024 and for each of the three years in the period ended December 31, 2025 incorporated by reference in the Statement of Additional Information and appearing in the Variable Account's Form N-VPFS, File No. 811-09203, filed with the SEC on April 6, 2026, have been audited by Deloitte & Touche LLP, independent auditors, as stated in their report which express an unqualified opinion on the statutory basis financial statements and an adverse opinion on accounting principles generally accepted in the United State of America. Such financial statements incorporated by reference in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The business address of Deloitte & Touche LLP is 695 Town Center Drive, Costa Mesa, CA 92626.

**PART C: OTHER INFORMATION (Pacific Navigator)**

**Item 27. Exhibits**

(a) **Board of Directors Resolution**

(i) Minutes of Action of Board of Directors of PM Group Life Insurance Company (PM Group) (PL&A) dated July 1, 1998; included in Registration Statement on Form N-4, File No. 333-122914, Accession No. 0000950137-05-002003, filed on February 18, 2005, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095013705002003/a02470exv99w1xay.htm

(b) **Custodian Agreements**

Inapplicable

(c) **Underwriting Contracts**

(i) 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. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x3xa.htm

(ii) Form of Selling Agreement between Pacific Life & Annuity Company (PL&A), PSD and Various Broker-Dealers; included in Registration Statement on Form N-4, File No. 333-122914, Accession No. 0000892569-06-000561, filed on April 21, 2006, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000089256906000561/a12994exv99w3xby.htm

(iii) Distribution Agreement between Pacific Life Insurance Company, Pacific Life & Annuity Company and Pacific Select Distributors, LLC (PSD) (Amended and Restated); Included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-17-024856 filed on April 20, 2017, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465917024856/a17-7736_1ex99d3dc.htm

(d) **Contracts**

(i) (a) Individual Limited Premium Deferred Variable Annuity Contract-with 4 Year CDSC Term (Form No. 10-2600-L); Included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-17-024856 filed on April 20, 2017, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465917024856/a17-7736_1ex99d4da1.htm

(b) Individual Flexible Premium Deferred Variable Annuity Contract-with 7 Year CDSC Term (Form No. 10-2600); Included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-17-024856 filed on April 20, 2017, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465917024856/a17-7736_1ex99d4da2.htm

(ii) Qualified Retirement Plan Rider (Form No. 20-2269); included in Registration Statement on Form N-4, File No. 333-184972, Accession No. 0000950123-13-000803 filed on February 5, 2013, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012313000803/a30074a1exv99wx4yxby.htm

(iii) 403(b) Tax-Sheltered Annuity Rider (Form No. 20-2270); included in Registration Statement on Form N-4, File No. 333-184972, Accession No. 0000950123-13-000803 filed on February 5, 2013, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012313000803/a30074a1exv99wx4yxcy.htm

(iv) Individual Retirement Annuity Rider (Form No. 20-2266); included in Registration Statement on Form N-4, File No. 333-184972, Accession No. 0000950123-13-000803 filed on February 5, 2013, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012313000803/a30074a1exv99wx4yxdy.htm

(v) Roth Individual Retirement Annuity Rider (Form No. 20-2267); included in Registration Statement on Form N-4, File No. 333-184972, Accession No. 0000950123-13-000803 filed on February 5, 2013, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012313000803/a30074a1exv99wx4yxey.htm

(vi) SIMPLE Individual Retirement Annuity Rider (Form No. 20-2268); included in Registration Statement on Form N-4, File No. 333-184972, Accession No. 0000950123-13-000803 filed on February 5, 2013, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012313000803/a30074a1exv99wx4yxfy.htm

(vii) DCA Plus Fixed Option Rider (Form No. 20-2219); included in Registrant's Form N-4, File No. 333-175280, Accession No. 0000950123-11-063393, filed on July 1, 2011, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012311063393/a59353n4exv99w4xly.htm

(viii) Guaranteed Withdrawal Benefit XII Rider-Single Life (Form No. 20-2256); included in Registration Statement on Form N-4, File No. 333-184972, Accession No. 0000950123-12-013145, filed on November 16, 2012, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012312013145/a30074n4exv99wx4yxhy.htm

(ix) Guaranteed Withdrawal Benefit XII Rider-Joint Life (Form No. 20-2257); included in Registration Statement on Form N-4, File No. 333-184972, Accession No. 0000950123-12-013145, filed on November 16, 2012, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012312013145/a30074n4exv99wx4yxiy.htm

(x) Guaranteed Withdrawal Benefit X Rider-Single Life (Form No. 20-2258); included in Registration Statement on Form N-4, File No. 333-100907, Accession No. 0000950123-12-002348, filed on April 18, 2013, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012313002348/a30005bexv99wx4yxddy.htm

(xi) Guaranteed Withdrawal Benefit X Rider-Joint Life (Form No. 20-2259); included in Registration Statement on Form N-4, File No. 333-100907, Accession No. 0000950123-12-002348, filed on April 18, 2013, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012313002348/a30005bexv99wx4yxeey.htm

(xii) Guaranteed Withdrawal Benefit XIII Rider (Form No. 20-2263); included in Registration Statement on Form N-4, File No. 333-184972, Accession No. 0000950123-12-013145, filed on November 16, 2012, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012312013145/a30074n4exv99wx4yxly.htm

(xiii) Guaranteed Minimum Accumulation Benefit Rider (Form No. 20-2254); included in Registration Statement on Form N-4, File No. 333-184972, Accession No. 0000950123-12-013145, filed on November 16, 2012, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012312013145/a30074n4exv99wx4yxmy.htm

(xiv) Stepped-Up Death Benefit II Rider (Form No. 20-2264); included in Registration Statement on Form N-4, File No. 333-184972, Accession No. 0000950123-12-013145, filed on November 16, 2012, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012312013145/a30074n4exv99wx4yxny.htm

(xv) Guaranteed Withdrawal Benefit XV Rider - Single Life (Form No. 20-2501); included in Registration Statement on Form N-4, File No. 333-184972, Accession No. 0001193125-16-551775, filed on April 22, 2016, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312516551775/d100200dex994o.htm

(xvi) Guaranteed Withdrawal Benefit XV Rider - Joint Life (Form No. 20-2502); included in Registration Statement on Form N-4, File No. 333-184972, Accession No. 0001193125-16-551775, filed on April 22, 2016, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312516551775/d100200dex994p.htm

(xvii) Guaranteed Withdrawal Benefit XXI Rider – Single Life; included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-18-025561 filed on April 20, 2018, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465918025561/a18-8158_1ex99d4dq.htm

(xviii) Guaranteed Withdrawal Benefit XXI Rider – Joint Life; included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-18-025561 filed on April 20, 2018, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465918025561/a18-8158_1ex99d4dr.htm

(e) **Applications**

(i) Variable Annuity Application (Form No. 25-2600); Included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-17-024856 filed on April 20, 2017, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465917024856/a17-7736_1ex99d5da.htm

(f) **Insurance Company's Certificate of Incorporation and By-Laws**

(i) Articles of Incorporation of PM Group Life; included in Registration Statement on Form N-4, File No. 333-122914, Accession No. 0000950137-05-002003, filed on February 18, 2005, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095013705002003/a02470exv99w6xby.htm

(ii) Amended and Restated Articles of Incorporation of PL&A (Formerly PM Group Life); included in Registration Statement on Form N-4, File No. 333-122914, Accession No. 0000950137-05-002003, filed on February 18, 2005, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095013705002003/a02470exv99w6xby.htm

(iii) By-laws of Pacific Life & Annuity Company; included in Registration Statement on Form N-4, File No. 333-122914, Accession No. 0000950137-05-002003, filed on February 18, 2005, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095013705002003/a02470exv99w6xcy.htm

(g) **Reinsurance Contracts**

Inapplicable

(h) **Participation Agreements**

(i) Administrative Agreement Between Pacific Life & Annuity Company (PL&A) and Pacific Life Insurance Company ("Pacific Life"); included in Registration Statement on Form N-4, File No. 333-122914, Accession No. 0000950137-05-002003, filed on February 18, 2005, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095013705002003/a02470exv99w8xby.htm

(ii) Fund Participation Agreement Between Pacific Life & Annuity Company, Pacific Select Distributors, Inc., American Funds Insurance Series, American Funds Distributors, and Capital Research and Management Company; included in Registration Statement on Form N-4, File No. 333-71081, Accession No. 0000892569-05-000248, filed on April 18, 2005, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000089256905000248/a03610a1exv99w8xfy.htm

(iii) BlackRock Variable Series Fund, Inc. (formerly called Merrill Lynch Variable Series Fund, Inc.) Participation Agreement and the First and Second Amendments to the Participation Agreement; included in Registrant's Form N-4, File No. 333-136598, Accession No. 0000892569-08-001277, filed on September 11, 2008, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000089256908001277/a42417bexv99wx8yxfy.htm

(a) Third Amendment to Participation Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xdx1.htm

(b) Fourth Amendment to Participation Agreement; Included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001193125-13-399541 filed on October 15, 2013, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312513399541/d609163dex998d4.htm

(c) Fifth Amendment to Participation Agreement; included in Registrant's Form N-4, File No. 333-160773, Accession No. 0001193125-14-310483 filed on August 15, 2014, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312514310483/d767575dex998f5.htm

(d) Sixth Amendment to Participation Agreement ; included in Registrant's Form N-4, File

No. 333-185328, Accession No. 0001104659-19-022574 filed on April 19, 2019, and

incorporated by reference herein. This exhibit can be found at
http://www.sec.gov/Archives/edgar/data/935823/000110465919022574/a19-5925_1ex99d8dd6.htm

(iv) Franklin Templeton Variable Insurance Products Trust Participation Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xe.htm

(a) First Amendment to Participation Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xex1.htm

(b) Addendum to Participation Agreement; included in Registrant's Form N-4, File No. 333-168027, Accession No. 0000950123-11-038243, filed on April 22, 2011, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012311038243/a57715bexv99w8xgyx2y.htm

(c) Addendum to Participation Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xex2.htm

(d) Third Amendment to Participation Agreement; included in Registrant's Form N-4, File No 333-184972, Accession No. 0001193125-15-134847 filed on April 17, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312515134847/d833339dex998e4.htm

(v) BlackRock Distributors, Inc. (formerly called FAM Distributors, Inc.) Administrative Services Agreement and First Amendment to the Administrative Services Agreement; ); included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xg.htm

(a) Second Amendment to Administrative Services Agreement; included in Registrant's Form N-4, File No. 333-160773, Accession No. 0001193125-14-310483 filed on August 15, 2014, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312514310483/d767575dex998i2.htm

(b) Third Amendment to Administrative Services Agreement; included in Registrant's Form N-4, File No. 333-160773, Accession No. 0001193125-14-310483 filed on August 15, 2014, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312514310483/d767575dex998i3.htm

(c) Fourth Amendment to Administrative Services Agreement; included in Registrant's Form N-4, File No 333-184972, Accession No. 0001193125-15-134847 filed on April 17, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312515134847/d833339dex998g4.htm

(vi) Franklin Templeton Services, LLC Administrative Services Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xh.htm

(a) First Amendment to Administrative Services Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xhx1.htm

(b) Second Amendment to Administrative Services Agreement; Included in Registrant's Form N-4, File No. 333-136598, Accession No. 0001193125-12-503073, filed on December 14, 2012, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312512503073/d438123dex998j2.htm

(c) Third Amendment to Administrative Services Agreement; Included in Registrant's Form N-4, File No. 333-136598, Accession No. 0001193125-12-503073, filed on December 14, 2012, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312512503073/d438123dex998j3.htm

(d) Fourth Amendment to Administrative Services Agreement; included in Registrant's Form N-4, File No 333-184972, Accession No. 0001193125-15-134847 filed on April 17, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312515134847/d833339dex998h4.htm

(e) Fifth Amendment to Administrative Services Agreement; Included in the Registrant's Form N-4; File No. 333-240071 Accession No. 0001104659-20-112015 filed on October 5, 2020, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465920112015/a20-32163_1ex99d8g5.htm

(vii) AIM Variable Insurance Funds Participation Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xi.htm

(a) First Amendment to Participation Agreement; included in Registrant's Form N-4, File No. 333-168027, Accession No. 0000950123-12-006440 filed on April 24, 2012, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012312006440/a59730bexv99w8xkyx1y.htm

(viii) Invesco Aim Distributors, Inc. Distribution Services Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xj.htm

(a) First Amendment to Distribution Services Agreement; Included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-17-024856 filed on April 20, 2017, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465917024856/a17-7736_1ex99d8dj1.htm

(ix) Invesco Aim Advisors, Inc. Administrative Services Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xk.htm

(x) GE Investments Funds, Inc. Participation Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xl.htm

(a) Amendment to Participation Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xlx1.htm

(b) Second Amendment to Participation Agreement; included in Registrant's Form N-4, File No. 333-160773, Accession No. 0001193125-14-310483 filed on August 15, 2014, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312514310483/d767575dex998n2.htm

(c) Third Amendment to Participation Agreement; included in Registrant's Form N-4, File No. 333-160773, Accession No. 0001193125-14-310483 filed on August 15, 2014, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312514310483/d767575dex998n3.htm

(xi) GE Investment Distributors, Inc. Fund Marketing and Investor Service Agreement (Amended and Restated); included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xm.htm

(xii) Van Kampen Life Investment Trust Participation Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xn.htm

(xiii) Van Kampen Funds, Inc. Shareholder Service Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xo.htm

(xiv) Van Kampen Asset Management Administrative Services Letter Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xp.htm

(xv) GE Investments Funds, Inc. Investor Services Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xq.htm

(a) First Amendment to Investor Services Agreement; included in Registrant's Form N-4, File No. 333-160131, Accession No. 0000950123-10-037534, filed on April 23, 2010, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012310037534/a54449exv99w8xsyx1y.htm

(b) Second Amendment to Investor Services Agreement; included in Registrant's Form N-4, File No. 333-160773, Accession No. 0001193125-14-310483 filed on August 15, 2014, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312514310483/d767575dex998s2.htm

(xvi) PIMCO Variable Insurance Trust Participation Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xr.htm

(a) First Amendment to Participation Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xrx1.htm

(b) Second Amendment to Participation Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xrx2.htm

(xvii) Allianz Global Investors Distributors LLC Selling Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found a sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xs.htm

(a) First Amendment to Selling Agreement; Included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-17-024856 filed on April 20, 2017, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465917024856/a17-7736_1ex99d8ds1.htm

(xviii) PIMCO LLC Services Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xt.htm

(a) First Amendment to Services Agreement; Included in Registrant's Form N-4, File No. 333-136598, Accession No. 0001193125-12-503073, filed on December 14, 2012, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312512503073/d438123dex998v1.htm

(b) Second Amendment to Services Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001193125-14-148938 filed on April 18, 2014, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312514148938/d655305dex998t2.htm

(c) Third Amendment to Services Agreement; included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-18-025561 filed on April 20, 2018, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465918025561/a18-8158_1ex99d8dt3.htm

(xix) MFS Variable Insurance Trust Participation Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xu.htm

(a) First Amendment to Participation Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xux1.htm

(b) Second Amendment to Participation Agreement; included in Registrant's Form N-4, File No. 333-168027, Accession No. 0000950123-11-038243, filed on April 22, 2011, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012311038243/a57715bexv99w8xwyx2y.htm

(c) Third Amendment to Participation Agreement; included in Registrant's Form N-4, File No 333-184972, Accession No. 0001193125-15-134847 filed on April 17, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312515134847/d833339dex998u3.htm

(xx) (a) MFS Variable Insurance Trust Administrative Services Agreement; included in Registrant's Form N-4, File No. 333-160773, Accession No. 0000950123-10-037538, filed on April 23, 2010, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012310037538/a54726exv99w8xwy.htm

(b) MFS Variable Insurance Trust Administrative Services Agreement; included in Registrant's Form N-4, File No 333-184972, Accession No. 0001193125-15-134847 filed on April 17, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312515134847/d833339dex998v2.htm

(c) MFS Variable Insurance Trust Administrative Services Agreement; Included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-17-024856 filed on April 20, 2017, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465917024856/a17-7736_1ex99d8dv3.htm

(xxi) 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. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xw.htm

(a) First Amendment to Participation Agreement; included in Registrant's Form N-4, File No. 333-168027, Accession No. 0000950123-12-006440 filed on April 24, 2012, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012312006440/a59730bexv99w8xyyx1y.htm

(b) Second Amendment to Participation Agreement; included in Registrant's Form N-4, File No. 333-168027, Accession No. 0000950123-12-006440 filed on April 24, 2012, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012312006440/a59730bexv99w8xyyx2y.htm

(c) Third Amendment to Participation Agreement; included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-20-048106 filed on April 17, 2020, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465920048106/a20-10855_1ex99d8w3.htm

(xxii) Service Contract with Fidelity Distributors Corporation; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xx.htm

(a) Amendment to Service Contract; included in Registrant's Form N-4, File No. 333-168027, Accession No. 0000950123-12-006440 filed on April 24, 2012, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012312006440/a59730bexv99w8xzyx1y.htm

(xxiii) Participation Agreement with First Trust Variable Insurance Trust; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xy.htm

(a) First Amendment to Participation Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001193125-14-148938 filed on April 18, 2014, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312514148938/d655305dex998y1.htm

(b) Second Amendment to Participation Agreement; Included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001193125-15-346554 filed October 19, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312515346554/d22820dex998y2.htm

(xxiv) Administrative Services Agreement with First Trust Variable Insurance Trust; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xz.htm

(a) First Amendment to Administrative Services Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001193125-14-148938 filed on April 18, 2014, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312514148938/d655305dex998z1.htm

(b) Second Amendment to Administrative Services Agreement; included in Registrant's Form N-4, File No. 333-160773, Accession No. 0001193125-14-310483 filed on August 15, 2014, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312514310483/d767575dex998ee2.htm

(c) Third Amendment to Administrative Services Agreement; Included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001193125-15-346554 filed October 19, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312515346554/d22820dex998z3.htm

(xxv) Support Agreement with First Trust Advisors L.P.; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001104659-24-024617, filed February 16, 2024, and incorporated by reference herein. This exhibit can be found at sec.gov/Archives/edgar/data/1074486/000110465924024617/tm246207d1_ex99-x8xaa.htm

(a) First Amendment to Support Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001193125-14-148938 filed on April 18, 2014, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312514148938/d655305dex998aa1.htm

(b) Second Amendment to Support Agreement; Included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001193125-15-346554 filed October 19, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312515346554/d22820dex998aa2.htm

(xxvi) Administrative Services Agreement with First Trust Variable Insurance Trust; Included in Registrant's Form N-4, File No. 333-136598, Accession No. 0000950123-12-006364, filed on April 23, 2012, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012312006364/a59722bexv99w8xbby.htm

(xxvii) Administrative Services Agreement with First Trust Advisors L.P.; Included in Registrant's Form N-4, File No. 333-136598, Accession No. 0000950123-12-006364, filed on April 23, 2012, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012312006364/a59722bexv99w8xccy.htm

(xxviii) 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. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/832908/000095012312006370/a59859bexv99wx8yxjjy.htm

(xxix) 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. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/832908/000095012312006370/a59859bexv99wx8yxkky.htm

(a) First Amendment to Administrative Services Agreement; Included in Registrant's Form N-4, File No. 333-136598, Accession No. 0001193125-12-503073, filed on December 14, 2012, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312512503073/d438123dex998ee1.htm

(xxx) 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. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/832908/000089256907000444/a23397a1exv99wx8yxky.htm

(a) First Amendment to Participation Agreement; Included in Registrant's Form N-4, File No. 333-136598, Accession No. 0001193125-12-503073, filed on December 14, 2012, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312512503073/d438123dex998ff1.htm

(b) Second Amendment to Participation Agreement; included in Registrant's Form N-4, File No 333-184972, Accession No. 0001193125-15-134847 filed on April 17, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312515134847/d833339dex998ff2.htm

(xxxi) Distribution and Shareholder Service 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. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/832908/000089256907000444/a23397a1exv99wx8yxly.htm

(a) First Amendment to Distribution and Shareholder Service Agreement; Included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-17-024856 filed on April 20, 2017, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465917024856/a17-7736_1ex99d8dgg1.htm

(xxxii) Administrative Services 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. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/832908/000089256907000444/a23397a1exv99wx8yxmy.htm

(xxxiii) 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. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/935823/000095012310067409/a56357exv99w8xxy.htm

(xxxiv) 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. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/935823/000095012310067409/a56357exv99w8xyy.htm

(xxxv) 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. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/935823/000095012310067409/a56357exv99w8xzy.htm

(xxxvi) Lord Abbett Series Fund, Inc. Support Payment Agreement; Included in Registrant's Form N-4, File No. 333-136598, Accession No. 0001193125-12-503073, filed on December 14, 2012, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312512503073/d438123dex998ll.htm

(a) First Amendment to Support Payment Agreement; Included in Registrant's Form N-4, File No. 333-136598, Accession No. 0001193125-12-503073, filed on December 14, 2012, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312512503073/d438123dex998ll1.htm

(xxxvii) 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. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/832908/000089256905000254/a05877a1exv99wx8yxqy.htm

(a) First Amendment to Participation Agreement; Included in Registrant's Form N-4, File No. 333-136598, Accession No. 0001193125-12-503073, filed on December 14, 2012, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312512503073/d438123dex998mm1.htm

(xxxviii) Fund Participation and Service Agreement with American Funds; Included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001193125-13-399541 filed on October 15, 2013, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312513399541/d609163dex998nn.htm

(a) First Amendment to Fund Participation and Service Agreement; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001193125-14-148938 filed on April 18, 2014, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312514148938/d655305dex998nn1.htm

(b) Second Amendment to Fund Participation and Service Agreement; included in Registrant's Form N-4, File No 333-184972, Accession No. 0001193125-15-134847 filed on April 17, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312515134847/d833339dex998nn2.htm

(c) Third Amendment to Fund Participation and Service Agreement; Included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001193125-15-346554 filed October 19, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312515346554/d22820dex998nn3.htm

(xxxix) Business Agreement with American Funds; Included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001193125-13-399541 filed on October 15, 2013, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312513399541/d609163dex998oo.htm

(xl) Participation Agreement with Ivy Funds Variable Insurance Portfolios; included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001193125-14-148938 filed on April 18, 2014, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312514148938/d655305dex998pp.htm

(a) First Amendment to Participation Agreement; Included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-17-024856 filed on April 20, 2017, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465917024856/a17-7736_1ex99d8dgg1.htm

(b) Second Amendment to Participation Agreement; Included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-17-024856 filed on April 20, 2017, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465917024856/a17-7736_1ex99d8dpp2.htm

(c) Third Amendment to Participation Agreement; Included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-18-075051 filed on December 28, 2018, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465918075051/a18-41648_1ex99dpp3.htm

(d) Fourth Amendment to Participation Agreement; Included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-21-054387 filed on April 23, 2021, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465921054387/a21-3528_1ex99d8dpp4.htm

(xli) Distribution Fee Agreement with JPMorgan Insurance Trust; included in Registrant's Form N-4, File No 333-184972, Accession No. 0001193125-15-134847 filed on April 17, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312515134847/d833339dex998qq.htm

(xlii) Fund Participation Agreement with JPMorgan Insurance Trust; Included in Registration Statement on Form N-4, File No. 333-122914, Accession No. 0000892569-05-000582, filed on August 3, 2005, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000089256905000582/a09440a2exv99w8xdy.htm

(a) First Amendment to Fund Participation Agreement; included in Registrant's Form N-4, File No 333-184972, Accession No. 0001193125-15-134847 filed on April 17, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312515134847/d833339dex998rr1.htm

(xliii) Supplemental Payment Agreement with JPMorgan Insurance Trust; included in Registrant's Form N-4, File No 333-184972, Accession No. 0001193125-15-134847 filed on April 17, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312515134847/d833339dex998ss.htm

(a) First Amendment to the Supplemental Payment Agreement; included in Registrant's Form N-4, File No 333-184972, Accession No. 0001193125-15-134847 filed on April 17, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312515134847/d833339dex998ss1.htm

(b) Second Amendment to the Supplemental Payment Agreement; included in Registrant's Form N-4, File No 333-184972, Accession No. 0001193125-15-134847 filed on April 17, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312515134847/d833339dex998ss2.htm

(c) Third Amendment to Supplemental Payment Agreement; Included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001193125-15-346554 filed October 19, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312515346554/d22820dex998ss3.htm

(xliv) Distribution and Marketing Support Agreement (Amended and Restated) with BlackRock Variable Series Fund, Inc.; included in Registrant's Form N-4, File No 333-184972, Accession No. 0001193125-15-134847 filed on April 17, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312515134847/d833339dex998tt.htm

(xlv) Exhibit B to the Pacific Select Fund Participation Agreement; Included in Registrant's Form N-4, File No. 333-160773, Accession No. 0001193125-14-310483 filed August 15, 2014, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312514310483/d767575dex998qq.htm

(xlvi) Participation Agreement with Legg Mason Partners III; Filed as Exhibit 8(p) of Post-Effective Amendment No. 9 to the Registration Statement on Form N-6 filed via EDGAR on April 16, 2007, File No. 333-118913, Accession No. 0000892569-07-000444. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/832908/000089256907000444/a23397a1exv99wx8yxpy.htm

(a) First Amendment to Participation Agreement; Included in Registrant's Form N-6, File No. 333-153085, Accession No. 0001193125-15-134899 filed April 17, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312514310483/d767575dex998qq.htm

(b) Second Amendment to Participation Agreement; Included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-17-024856 filed on April 20, 2017, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465917024856/a17-7736_1ex99d8dvv2.htm

(c) Third Amendment to Participation Agreement; included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-20-048106 filed on April 17, 2020, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465920048106/a20-10855_1ex99d8vv3.htm

(d) Fourth Amendment to Participation Agreement; included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-20-048106 filed on April 17, 2020, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465920048106/a20-10855_1ex99d8vv4.htm

(xlvii) Service Agreement with Legg Mason Investor Services, LLC; Filed as Exhibit 8(q) of Post-Effective Amendment No. 9 to the Registration Statement on Form N-6 filed via EDGAR on April 16, 2007, File No. 333-118913, Accession No. 0000892569-07-000444. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/832908/000089256907000444/a23397a1exv99wx8yxqy.htm

(a) First Amendment to Service Agreement; Included in Registrant's Form N-6, File No. 333-153085, Accession No. 0001193125-15-134899 filed April 17, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074487/000119312515134899/d832007dex998q1.htm

(b) Second Amendment to Service Agreement; Included in Registrant's Form N-6, File No. 333-153085, Accession No. 0001193125-15-134899 filed April 17, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074487/000119312515134899/d832007dex998q2.htm

(c) Third Amendment to Service Agreement; Included in Registrant's Form N-6, File No. 333-153085, Accession No. 0001193125-15-304372 filed August 27, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074487/000119312515304372/d35811dex998q3.htm

(c) Fourth Amendment to Service Agreement; included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-20-048106 filed on April 17, 2020, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465920048106/a20-10855_1ex99d8ww4.htm

(d) Fifth Amendment to Service Agreement; included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-20-048106 filed on April 17, 2020, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465920048106/a20-10855_1ex99d8ww5.htm

(xlviii) Participation Agreement with Neuberger Berman; Filed as part of the Registration Statement on Form N-6 via EDGAR on April 19, 2013, File No. 333-153085, Accession Number 0000950123-13-002386. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074487/000095012313002386/a30100bexv99w8xrry.htm

(a) First Amendment to Participation Agreement; Included in Registrant's Form N-6, File No. 333-153085, Accession No. 0001193125-15-304372 filed August 27, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074487/000119312515304372/d35811dex998rr1.htm

(xlix) Administrative Services Agreement with Neuberger Berman; Filed as part of the Registration Statement on Form N-6 via EDGAR on April 19, 2013, File No. 333-153085, Accession Number 0000950123-13-002386. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074487/000095012313002386/a30100bexv99w8xssy.htm

(l) Distribution and Administrative Services Agreement (Amended and Restated) with Neuberger Berman; Included in Registrant's Form N-6, File No. 333-153085, Accession No. 0001193125-15-304372 filed August 27, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074487/000119312515304372/d35811dex998yy.htm

(li) Revenue Sharing Agreement with Oppenheimer; Filed as part of the Registration Statement on Form N-6 via EDGAR on December 13, 2013, File No. 333-153085, Accession Number 0001193125-13-473131. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074487/000119312513473131/d642373dex998vv.htm

(lii) Participation Agreement with Oppenheimer; Filed as part of the Registration Statement on Form N-6 via EDGAR on December 13, 2013, File No. 333-153085, Accession Number 0001193125-13-473131. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074487/000119312513473131/d642373dex998uu.htm

(a) First Amendment to Participation Agreement; Included in Registrant's Form N-6, File No. 333-153085, Accession No. 0001193125-15-134899 filed April 17, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074487/000119312515134899/d832007dex998uu1.htm

(b) Second Amendment to Participation Agreement; Included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001193125-15-346554 filed October 19, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312515346554/d22820dex998bbb2.htm

(c) Third Amendment to Participation Agreement; Included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-17-024856 filed on April 20, 2017, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465917024856/a17-7736_1ex99d8dbbb3.htm

(liii) Revenue Sharing Agreement with Oppenheimer (Amended and Restated); Included in Registrant's Form N-4, File No. 333-184972, Accession No. 0001193125-15-346554 filed October 19, 2015, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000119312515346554/d22820dex998ccc.htm

(liv) Distribution Sub-Agreement with BlackRock Variable Series Funds, Inc.; Included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-17-024856 filed on April 20, 2017, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465917024856/a17-7736_1ex99d8dddd.htm

(lv) Administrative Services Agreement with Invesco Advisers, Inc.; Included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-17-024856 filed on April 20, 2017, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465917024856/a17-7736_1ex99d8deee.htm

(lvi) Financial Support Agreement with Invesco Distributors, Inc.; Included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-17-024856 filed on April 20, 2017, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465917024856/a17-7736_1ex99d8dfff.htm

(lvii) Distribution and/or Service (12b-1) Fee Agreement with Legg Mason Investor Services, LLC; Included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-17-024856 filed on April 20, 2017, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465917024856/a17-7736_1ex99d8dggg.htm

(lviii) Selling Agreement with PIMCO Variable Insurance Trust; Included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-18-075051 filed on December 28, 2018, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465918075051/a18-41648_1ex99dhhh.htm

(lix) Service Agreement with PIMCO Variable Insurance Trust; Included in Registrant's Form N-4, File No. 333-212626, Accession No. 0001104659-18-075051 filed on December 28, 2018, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000110465918075051/a18-41648_1ex99diii.htm

(i) **Administrative Contracts**

Inapplicable

(j) **Other Material Contracts**

Inapplicable

(k) **Legal Opinion**

(i) Opinion and Consent of legal officer of Pacific Life & Annuity Company as to the legality of Contracts being registered; Included in Registrant's Form N-4, File No. 333-168027, Accession No. 0000950123-10-064321, filed on July 8, 2010, and incorporated by reference herein. This exhibit can be found at http://www.sec.gov/Archives/edgar/data/1074486/000095012310064321/a56404exv99w9.htm

(l) **Other Opinions**

Consent of Independent Registered Public Accounting Firm and Consent of Independent Auditors;

(m) **Omitted Financial Statement**

Inapplicable

(n) **Initial Capital Agreement**

Inapplicable

(o) **Form of Initial Summary Prospectuses**

Inapplicable

(p) **Power of Attorney**

(q) **Letter Regarding Change in Certifying Accountant**

Inapplicable

(r) **Historical Current Limits on Index Gains**

Inapplicable

**Item 28. Directors and Officers of Pacific Life & Annuity Company**

| Name and Address | Positions and Offices with Pacific Life & Annuity Company |
|---|---|
| Darryl D. Button | Director, Chairman, President, Chief Executive Officer |
| Vibhu R. Sharma | Director, Executive Vice President and Chief Financial Officer |
| Michael F. Anderson | Director, Senior Vice President, Acting General Counsel, and Assistant Secretary |
| Dawn M. Behnke | Director and Executive Vice President |
| Carol J. Krosky | Senior Vice President and Chief Accounting Officer |
| Starla C. Yamauchi | Vice President and Secretary |
| Craig W. Leslie | Senior 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 29. Persons Controlled by or Under Common Control with Pacific Life & Annuity Company or Separate Account A**

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

**PACIFIC LIFE & ANNUITY COMPANY, SUBSIDIARIES & AFFILIATED**

**ENTERPRISES LEGAL STRUCTURE**

Pacific Life & Annuity Company is an Arizona Stock Life Insurance Company wholly-owned by Pacific Life Insurance Company (a Nebraska Stock Life Insurance Company) which is 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).

**Item 30. Indemnification**

(a) The Distribution Agreement between Pacific Life Insurance Company, Pacific Life & Annuity Company (collectively referred to as "Pacific Life") and Pacific Select Distributors, LLC (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 & Annuity Company, Pacific Select Distributors, LLC (PSD) and Various Broker-Dealers and Agency (Selling Entities) provides substantially as follows:

Pacific Life & Annuity Company 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 & Annuity Company and PSD.

Selling Entities agree to, jointly and severally, hold harmless and indemnify Pacific Life & Annuity Company 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 & Annuity Company or PSD, and (ii) any use of any sales material that either has not been specifically approved in writing by Pacific Life & Annuity Company or PSD or that, although previously approved in writing by Pacific Life & Annuity Company 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.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 ("Act") may be permitted to directors, officers or persons controlling Pacific Life pursuant to the foregoing provisions, Pacific Life has been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

**Item 31. Principal Underwriters**

(a) PSD also acts as principal underwriter for Pacific Life Insurance Company, on its own behalf and on behalf of its Separate Account I, Separate Account A, Separate Account B, Pacific Select Variable Annuity Separate Account, Pacific Corinthian Variable Separate Account, Pacific Select Exec Separate Account, Pacific COLI Separate Account, Pacific COLI Separate Account II, Pacific COLI Separate Account III, Pacific COLI Separate Account IV, Pacific COLI Separate Account V, Pacific COLI Separate Account VI, Pacific COLI Separate Account X, Pacific COLI Separate Account XI, Pacific Select Separate Account, and Pacific Life & Annuity Company, on its own behalf and on behalf of its Separate Account A, Pacific Select Exec Separate Account, and Separate Account I.

(b) For information regarding PSD, reference is made to Form B-D, SEC File No. 8-15264, which is herein incorporated by reference. This exhibit can be found at http://brokercheck.finra.org/firm/summary/4452

(c) PSD retains no compensation or net discounts or commissions from the Registrant.

**Item 32. 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 Insurance Company at 700 Newport Center Drive, Newport Beach, California 92660.

**Item 33. Management Services**

Inapplicable

**Item 34. Fee Representation**

REPRESENTATION PURSUANT TO SECTION 26(f) OF THE INVESTMENT COMPANY ACT OF 1940: Pacific Life & Annuity Company and the sponsoring insurance company of the 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.

Additional Representations

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.

**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(b) for effectiveness of this Registration Statement and has caused this Post-Effective Amendment No. 16 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 15th day of April, 2026.

SEPARATE ACCOUNT A
(Registrant)

PACIFIC LIFE & ANNUITY COMPANY

By: _____
Darryl D. Button*
Director, Chairman, President, Chief Executive Officer

PACIFIC LIFE & ANNUITY COMPANY
(Depositor)

By: _____
Darryl D. Button *
Director, Chairman, President, Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Post-Effective Amendment No. 16 to the Registration Statement has been signed below by the following persons in the capacities and on the dates indicated:

| Signature | Title | Date |
|---|---|---|
| Darryl D. Button* | Director, Chairman, President, Chief Executive Officer | April 15, 2026 |
| Vibhu R. Sharma* | Director, Executive Vice President and Chief Financial Officer | April 15, 2026 |
| Michael F. Anderson* | Director, Senior Vice President, Acting General Counsel | April 15, 2026 |
| Starla C. Yamauchi* | Vice President and Secretary | April 15, 2026 |
| Carol J. Krosky* | Senior Vice President and Chief Accounting Officer | April 15, 2026 |
| Dawn M. Behnke* | Directors, Executive Vice President | April 15, 2026 |
| Craig W. Leslie* | Senior Vice President and Treasurer | April 15, 2026 |
| *By: /s/ ALISON RYAN<br>Alison Ryan<br>as attorney-in-fact | Vice President and Associate General Counsel | April 15, 2026 |

(Powers of Attorney are contained in this Registration Statement as Exhibit (p).)

**Exhibit 99.(l)**

## CONSENT OF THE INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Post-Effective Amendment to Registration Statement No. 333-212626 on Form N-4 of our report dated March 13, 2026, relating to the financial statements and financial highlights for each of the variable accounts of Separate Account A of Pacific Life & Annuity Company for the year ended December 31, 2025, incorporated by reference in the Statement of Additional Information, which is part of such Registration Statement and to the reference to us under the heading "Independent Registered Public Accounting Firm and Independent Auditors" in the Statement of Additional Information, which is part of such Registration Statement.

/s/ DELOITTE & TOUCHE LLP

Costa Mesa, California
April 15, 2026

## CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in this Post-Effective Amendment to the Registration Statement No. 333-212626 on Form N-4 of our report dated March 30, 2026 related to the statutory-basis financial statements of Pacific Life & Annuity Company as of December 31, 2025 and 2024, and for each of the three years in the period ended December 31, 2025, incorporated by reference in the Statement of Additional Information, which is part of such Registration Statement, and to the reference to us under the heading "Independent Registered Public Accounting Firm and Independent Auditors" in the Statement of Additional Information, which is part of such Registration Statement.

/s/ DELOITTE & TOUCHE LLP

Costa Mesa, California
April 15, 2026

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned officer and/or director of Pacific Life & Annuity Company ("Company") constitutes and appoints Michael Anderson and Alison Ryan, each individually as his/her true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution for his/her name, place, and stead, in any and all capacities, to sign and file on behalf of the Company and/or any of its Separate Accounts, any and all Registration Statements, amendments, supplements and/or exhibits thereto, and any other instruments necessary or desirable in connection therewith, with the Securities and Exchange Commission under the Securities Act of 1933, as amended, and/or the Investment Company Act of 1940, as amended, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his/her substitute or substituted, may lawfully do or cause to be done by virtue hereof:

- Registration Statements under Separate Account A of Pacific Life & Annuity Company (811-09203): 333-71081, 333-100907, 333-122914, 333-107571, 333-136598, 333-140986, 333-141136, 333-145824, 333-148891, 333-160131, 333-160773, 333-161000, 333-168027, 333-168285, 333-175280, 333-178742, 333-184972, 333-185329, 333-185330, 333-185331, 333-212626, 333-236928, 333-240071, 333-250191, 333-261004, 333-263417, 333-265389, 333-283966, and 333-283966.

- Registration Statements under the Pacific Select Exec Separate Account of Pacific Life & Annuity Company (811-09389): 333-80825, 333-106721, 333-138906, 333-62446 and 333-153085.

- Registration Statement under Pacific Life & Annuity Company: 333-287425.

- New Registration Statements issued by Pacific Life & Annuity Company, to be filed with the SEC.

This Power of Attorney is intended to supersede any and all prior Powers of Attorney in connection with the above mentioned acts, and remains in effect until revoked or revised.

/s/ Darryl D. Button

Dated: December 18, 2025

Darryl D. Button

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned officer and/or director of Pacific Life & Annuity Company ("Company") constitutes and appoints Michael Anderson and Alison Ryan, each individually as his/her true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution for his/her name, place, and stead, in any and all capacities, to sign and file on behalf of the Company and/or any of its Separate Accounts, any and all Registration Statements, amendments, supplements and/or exhibits thereto, and any other instruments necessary or desirable in connection therewith, with the Securities and Exchange Commission under the Securities Act of 1933, as amended, and/or the Investment Company Act of 1940, as amended, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his/her substitute or substituted, may lawfully do or cause to be done by virtue hereof:

- Registration Statements under Separate Account A of Pacific Life & Annuity Company (811-09203): 333-71081, 333-100907, 333-122914, 333-107571, 333-136598, 333-140986, 333-141136, 333-145824, 333-148891, 333-160131, 333-160773, 333-161000, 333-168027, 333-168285, 333-175280, 333-178742, 333-184972, 333-185329, 333-185330, 333-185331, 333-212626, 333-236928, 333-240071, 333-250191, 333-261004, 333-263417, 333-265389, 333-283966, and 333-283966.

- Registration Statements under the Pacific Select Exec Separate Account of Pacific Life & Annuity Company (811-09389): 333-80825, 333-106721, 333-138906, 333-62446 and 333-153085.

- Registration Statement under Pacific Life & Annuity Company: 333-287425.

- New Registration Statements issued by Pacific Life & Annuity Company, to be filed with the SEC.

This Power of Attorney is intended to supersede any and all prior Powers of Attorney in connection with the above mentioned acts, and remains in effect until revoked or revised.

/s/ Vibhu R. Sharma

Dated: December 18, 2025

Vibhu R. Sharma

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned officer and/or director of Pacific Life & Annuity Company ("Company") constitutes and appoints Michael Anderson and Alison Ryan, each individually as his/her true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution for his/her name, place, and stead, in any and all capacities, to sign and file on behalf of the Company and/or any of its Separate Accounts, any and all Registration Statements, amendments, supplements and/or exhibits thereto, and any other instruments necessary or desirable in connection therewith, with the Securities and Exchange Commission under the Securities Act of 1933, as amended, and/or the Investment Company Act of 1940, as amended, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his/her substitute or substituted, may lawfully do or cause to be done by virtue hereof:

- Registration Statements under Separate Account A of Pacific Life & Annuity Company (811-09203): 333-71081, 333-100907, 333-122914, 333-107571, 333-136598, 333-140986, 333-141136, 333-145824, 333-148891, 333-160131, 333-160773, 333-161000, 333-168027, 333-168285, 333-175280, 333-178742, 333-184972, 333-185329, 333-185330, 333-185331, 333-212626, 333-236928, 333-240071, 333-250191, 333-261004, 333-263417, 333-265389, 333-283966, and 333-283966.

- Registration Statements under the Pacific Select Exec Separate Account of Pacific Life & Annuity Company (811-09389): 333-80825, 333-106721, 333-138906, 333-62446 and 333-153085.

- Registration Statement under Pacific Life & Annuity Company: 333-287425.

- New Registration Statements issued by Pacific Life & Annuity Company, to be filed with the SEC.

This Power of Attorney is intended to supersede any and all prior Powers of Attorney in connection with the above mentioned acts, and remains in effect until revoked or revised.

/s/Michael F. Anderson

Dated: December 18, 2025

Michael F. Anderson

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned officer and/or director of Pacific Life & Annuity Company ("Company") constitutes and appoints Michael Anderson and Alison Ryan, each individually as his/her true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution for his/her name, place, and stead, in any and all capacities, to sign and file on behalf of the Company and/or any of its Separate Accounts, any and all Registration Statements, amendments, supplements and/or exhibits thereto, and any other instruments necessary or desirable in connection therewith, with the Securities and Exchange Commission under the Securities Act of 1933, as amended, and/or the Investment Company Act of 1940, as amended, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his/her substitute or substituted, may lawfully do or cause to be done by virtue hereof:

- Registration Statements under Separate Account A of Pacific Life & Annuity Company (811-09203): 333-71081, 333-100907, 333-122914, 333-107571, 333-136598, 333-140986, 333-141136, 333-145824, 333-148891, 333-160131, 333-160773, 333-161000, 333-168027, 333-168285, 333-175280, 333-178742, 333-184972, 333-185329, 333-185330, 333-185331, 333-212626, 333-236928, 333-240071, 333-250191, 333-261004, 333-263417, 333-265389, 333-283966, and 333-283966.

- Registration Statements under the Pacific Select Exec Separate Account of Pacific Life & Annuity Company (811-09389): 333-80825, 333-106721, 333-138906, 333-62446 and 333-153085.

- Registration Statement under Pacific Life & Annuity Company: 333-287425.

- New Registration Statements issued by Pacific Life & Annuity Company, to be filed with the SEC.

This Power of Attorney is intended to supersede any and all prior Powers of Attorney in connection with the above mentioned acts, and remains in effect until revoked or revised.

/s/ Starla C. Yamauchi

Dated: December 18, 2025

Starla C. Yamauchi

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned officer and/or director of Pacific Life & Annuity Company ("Company") constitutes and appoints Michael Anderson and Alison Ryan, each individually as his/her true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution for his/her name, place, and stead, in any and all capacities, to sign and file on behalf of the Company and/or any of its Separate Accounts, any and all Registration Statements, amendments, supplements and/or exhibits thereto, and any other instruments necessary or desirable in connection therewith, with the Securities and Exchange Commission under the Securities Act of 1933, as amended, and/or the Investment Company Act of 1940, as amended, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his/her substitute or substituted, may lawfully do or cause to be done by virtue hereof:

- Registration Statements under Separate Account A of Pacific Life & Annuity Company (811-09203): 333-71081, 333-100907, 333-122914, 333-107571, 333-136598, 333-140986, 333-141136, 333-145824, 333-148891, 333-160131, 333-160773, 333-161000, 333-168027, 333-168285, 333-175280, 333-178742, 333-184972, 333-185329, 333-185330, 333-185331, 333-212626, 333-236928, 333-240071, 333-250191, 333-261004, 333-263417, 333-265389, 333-283966, and 333-283966.

- Registration Statements under the Pacific Select Exec Separate Account of Pacific Life & Annuity Company (811-09389): 333-80825, 333-106721, 333-138906, 333-62446 and 333-153085.

- Registration Statement under Pacific Life & Annuity Company: 333-287425.

- New Registration Statements issued by Pacific Life & Annuity Company, to be filed with the SEC.

This Power of Attorney is intended to supersede any and all prior Powers of Attorney in connection with the above mentioned acts, and remains in effect until revoked or revised.

/s/ Carol J. Krosky

Dated: December 18, 2025

Carol J. Krosky

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned officer and/or director of Pacific Life & Annuity Company ("Company") constitutes and appoints Michael Anderson and Alison Ryan, each individually as his/her true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution for his/her name, place, and stead, in any and all capacities, to sign and file on behalf of the Company and/or any of its Separate Accounts, any and all Registration Statements, amendments, supplements and/or exhibits thereto, and any other instruments necessary or desirable in connection therewith, with the Securities and Exchange Commission under the Securities Act of 1933, as amended, and/or the Investment Company Act of 1940, as amended, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his/her substitute or substituted, may lawfully do or cause to be done by virtue hereof:

- Registration Statements under Separate Account A of Pacific Life & Annuity Company (811-09203): 333-71081, 333-100907, 333-122914, 333-107571, 333-136598, 333-140986, 333-141136, 333-145824, 333-148891, 333-160131, 333-160773, 333-161000, 333-168027, 333-168285, 333-175280, 333-178742, 333-184972, 333-185329, 333-185330, 333-185331, 333-212626, 333-236928, 333-240071, 333-250191, 333-261004, 333-263417, 333-265389, 333-283966, and 333-283966.

- Registration Statements under the Pacific Select Exec Separate Account of Pacific Life & Annuity Company (811-09389): 333-80825, 333-106721, 333-138906, 333-62446 and 333-153085.

- Registration Statement under Pacific Life & Annuity Company: 333-287425.

- New Registration Statements issued by Pacific Life & Annuity Company, to be filed with the SEC.

This Power of Attorney is intended to supersede any and all prior Powers of Attorney in connection with the above mentioned acts, and remains in effect until revoked or revised.

/s/ Dawn M. Behnke

Dated: December 19, 2025

Dawn M. Behnke

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned officer and/or director of Pacific Life & Annuity Company ("Company") constitutes and appoints Michael Anderson and Alison Ryan, each individually as his/her true and lawful attorney-in-fact and agent, each with full power of substitution and resubstitution for his/her name, place, and stead, in any and all capacities, to sign and file on behalf of the Company and/or any of its Separate Accounts, any and all Registration Statements, amendments, supplements and/or exhibits thereto, and any other instruments necessary or desirable in connection therewith, with the Securities and Exchange Commission under the Securities Act of 1933, as amended, and/or the Investment Company Act of 1940, as amended, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he/she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his/her substitute or substituted, may lawfully do or cause to be done by virtue hereof:

- Registration Statements under Separate Account A of Pacific Life & Annuity Company (811-09203): 333-71081, 333-100907, 333-122914, 333-107571, 333-136598, 333-140986, 333-141136, 333-145824, 333-148891, 333-160131, 333-160773, 333-161000, 333-168027, 333-168285, 333-175280, 333-178742, 333-184972, 333-185329, 333-185330, 333-185331, 333-212626, 333-236928, 333-240071, 333-250191, 333-261004, 333-263417, 333-265389, 333-283966, and 333-283966.

- Registration Statements under the Pacific Select Exec Separate Account of Pacific Life & Annuity Company (811-09389): 333-80825, 333-106721, 333-138906, 333-62446 and 333-153085.

- Registration Statement under Pacific Life & Annuity Company: 333-287425.

- New Registration Statements issued by Pacific Life & Annuity Company, to be filed with the SEC.

This Power of Attorney is intended to supersede any and all prior Powers of Attorney in connection with the above mentioned acts, and remains in effect until revoked or revised.

/s/ Craig W. Leslie

Dated: December 18, 2025

Craig W. Leslie