RiverSource
Annuities

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Prospectus

May 1, 2024

Retirement Advisor 4 Advantage® Variable Annuity
Retirement Advisor 4 Select® Variable Annuity
Retirement Advisor 4 Access® Variable Annuity

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED COMBINATION FIXED/VARIABLE ANNUITIES

I : **R S L I a C . N Y (R S L NY)**
20 Madison Avenue Extension
Albany, NY 12203
Telephone: 1-800-541-2251
ameriprise.com/variableannuities
R S N Y Va a A A

S C : **R S L I a C . N Y (R S L NY)**
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- SIMPLE IRAs under Section 408(p) of the Code
- Simplified Employee Pension IRA (SEP) plans under Section 408(k) of the Code
- Custodial and investment only accounts maintained for qualified retirement plans under Section 401(a) of the Code
- Tax-Sheltered Annuities (TSAs) under Section 403(b) of the Code

A qualified annuity will not provide any necessary or additional tax deferral if it is used to fund a retirement plan that is already tax-deferred.

All other contracts are considered nonqualified annuities.

Rider: You receive a rider to your contract when you purchase the MAV, 5-Year MAV, ROPP, Accumulation Benefit, GWB for Life and/or SecureSource rider. The rider adds the terms of the optional benefit to your contract.

Rider effective date: The date a rider becomes effective as stated in the rider.

Separate Account: An insulated segregated account, the assets of which are invested solely in an underlying Fund. We call this the Variable Account.

Service Center: Our department that processes all transaction and service requests for the Contracts. We consider all transaction and service requests received when they arrive in good order at the Service Center. Any transaction or service requests sent or directed to any location other than our Service Center may end up delayed or not processed. Our Service Center address and telephone number are listed on the first page of the prospectus.

Settlement date: The date when annuity payouts are scheduled to begin.

Special Dollar-Cost Averaging (Special DCA) account: An account to which you may allocate new purchase payments of at least $10,000. Amounts you allocate to this account earn interest at rates that we declare periodically and will transfer into your specified subaccount allocations in six monthly transfers.

Subaccount:

Important Information You Should Consider About the Contract

	FEES AND EXPENSES	Location in Statutory Prospectus
Charges for Early Withdrawals	Each Contract provides for different surrender charge periods and percentages. **RAVA 4 Advantage.** You may select either a seven-year or ten-year surrender charge schedule at the time of application. If you select a seven-year surrender charge schedule and you withdraw money during the first 7 years from date of each purchase payment, you may be assessed a surrender charge of up to 7% of the purchase payment withdrawn. If you elect a ten-year surrender charge schedule and you withdraw money during the first 10 years from date of each purchase payment, you may be assessed a surrender charge of up to 8% of the purchase payment withdrawn. For example, if you select a seven-year surrender charge schedule and make an early withdrawal, you could pay a surrender charge of up to $7,000 on a $100,000 investment. If you select a ten-year surrender charge schedule and make an early withdrawal, you could pay a surrender charge of up to $8,000 on a $100,000 investment. **RAVA 4 Select.** If you withdraw money during the first 3 years from the contract date, you may be assessed a surrender charge of up to 7% of the purchase payment withdrawn. For example, if you make a withdrawal in the first year, you could pay a withdrawal charge of up to $7,000 on a $100,000 investment. **RAVA 4 Access.** No surrender charge is assessed.	**Fee Table and Examples** **Charges – Surrender Charge**
Transaction Charges	We do not assess any transaction charges.	

FEES AND EXPENSES

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The table below describes the current 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.

A a F	M	Ma
Base Contract[1] (varies by Contract and tax qualification)	0.87%	1.47%
Fund options (Funds fees and expenses)[2]	0.38%	2.38%
Optional benefits available for an additional charge (for a single optional benefit, if elected)[3]	0.10%	2.50%

(1) As a percentage of average daily contract value in the variable account. Includes the Morr

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RISKS		L a S a P
R A a I O	• An investment in the 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. • Each investment option (including under any Fixed Account investment options) has its own unique risks. • You should review the investment options before making any investment decisions.	P a R T Va a A a F T F A
I a C a R	An investment in the Contract is subject to the risks related to us. Any obligations (including under the Fixed Account) or guarantees and benefits of the Contract that exceed the assets of the Separate Account 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 RiverSource Life of NY, including our financial strength ratings, is available by contacting us at 1-800-862-7919.	P a R T G a A
RESTRICTIONS		
I	• Subject to certain restrictions, you may transfer your Contract value among the subaccounts without charge at any time before the settlement date, and once per contract year after the settlement date. • We reserve the right to modify, restrict or suspend your transfer privileges if we determine that your transfer activity constitutes market timing. • We reserve the right to add, remove or substitute Funds as investment options. We also reserve the right, upon notification to you, to close or restrict any Funds.	Ma M Y C a T a A A S I
O a B	• Certain optional benefits limit or restrict the investment options you may select under the Contract. If you later decide you do not want to invest in those approved investment options, you must request a full surrender. • Certain optional benefits may limit subsequent purchase payments. • Withdrawals in excess of the amount allowed under certain optional benefits may substantially reduce the benefit or even terminate the benefit.	B Y C a P a Pa O a B S S F R I a S S F R C a A A: F A a a U O a B O U C a A G: GWB L R I A a R A H: S S R I A a R

TAXES		L a S a [P[
Ta l a ,	• Consult with a tax advisor to determine the tax implications of an investment in and payments and withdrawals received under this Contract. • If you purchase the Contract through a tax-qualified plan or individual retihroug• axC/5A1inohrait0(the)-3benefiis an ningsrecei00there.8(ough)-30(t)0(ax-atified)-30-1	

Overview of the Contract

Purpose: The purpose of the contracts is to allow you to accumulate money for retirement or a similar long-term goal. You do this by making one or more purchase payments.

We no longer offer new contracts. However, you may have the option of making additional purchase payments in the future, subject to certain limitations.
The contracts offer various optional features and benefits that may help you achieve financial goals.

It may be appropriate for you if you have a long-term investment horizon and your financial goals are consistent with the terms and conditions of the contract.

It is not intended for investors whose liquidity needs require frequent withdrawals in excess of free amount. If you plan to manage your investment in the contract by frequent or short-term trading, the contract is not suitable for you.

Phases of the Contract:

The contracts have two phases: the Accumulation Phase and the Income Phase.

Accumulation Phase. During the Accumulation Phase, you make purchase payments by investing in: available

RAVA 4 S

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Variable Portfolio – Conservative Portfolio (Class 2), (Class 4)	1.50%	0.65%
Variable Portfolio – Moderately Conservative Portfolio (Class 2), (Class 4)	1.50%	0.65%
Variable Portfolio – Moderate Portfolio (Class 2), (Class 4)	1.50%	0.65%
Variable Portfolio – Moderately Aggressive Portfolio (Class 2), (Class 4)	1.50%	0.95%
Variable Portfolio – Aggressive Portfolio (Class 2), (Class 4)	1.50%	1.10%

S S

C a a	Ma a a	I a a a (2)
prior to 1/26/2009, Single Life	1.50%	0.65%
prior to 1/26/2009, Joint Life	1.50%	0.65%

[illegible]	[illegible]				[illegible]			
[illegible]	1 [illegible]	3 [illegible]	5 [illegible]	10 [illegible]	1 [illegible]	3 [illegible]	5 [illegible]	10 [illegible]
RAVA 4 A [illegible]								
With a ten-year surrender charge schedule	$8,806	$10,975	$12,843	$15,005	$1,261	$3,925	$6,793	$14,955
With a seven-year surrender charge schedule	7,869	9,975	10,843	15,005	1,261	3,925	6,793	14,955
RAVA 4 S [illegible]	8,107	4,761	8,182	17,833	1,517	4,711	8,132	17,783
RAVA 4 A [illegible]	1,721	5,231	8,979	19,496	1,671	5,181	8,929	19,446

Principal Risks of Investing in the Contract

Risk of Loss. Variable annuities involve risks, including possible loss of principal. Your losses could be significant. This contract is not a deposit or obligation of, or guaranteed or endorsed by, any bank. This contract is not federally insured by the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency.

Short-Term Investment Risk. This contract is not designed for short-term investing and may not be appropriate for an investor who needs ready access to cash. The benefits of tax deferral and long-term income mean that this contract is more beneficial to investors with a long-term investment horizon.

Withdrawal Risks. You should carefully consider the risks associated with withdrawals under the contract. Withdrawals

This dependence makes us susceptible to operational and information security risks from cyber-attacks. These risks may include the following:

- the corruption or destruction of data;
- theft, misuse or dissemination of data to the public, including your information we hold; and
- denial of service attacks on our website or other forms of attacks on our systems and the software and hardware we use to run them.

These attacks and their consequences can negatively impact your contract, your privacy, your ability to conduct transactions on your contract, or your ability to receive timely service from us. The risk of cyberattacks may be higher during periods of geopolitical turmoil. There can be no assurance that we, the underlying funds in your contract, or our other business partners will avoid losses affecting your contract due to any successful cyber-attacks or information security breaches.

Possible Adverse Tax Consequences. Tax considerations vary by individual facts and circumstances. Tax rules may change without notice. Generally, earnings under your contract are taxed at ordinary income tax rates when withdrawn. You may have to pay a tax penalty if you take a withdrawal before age 59 ½. If you purchase a qualified annuity to fund a retirement plan that is tax-deferred, your contract will not provide any necessary or additional tax deferral beyond what is provided in that retirement plan. Consult a tax professional.

The Variable Account and the Funds

The Variable Account: The Variable Account was established under New York law on April 17, 1996.The Variable Account, consisting of subaccounts, is registered together as a single unit investment trust under the Investment Company Act of 1940 (the 1940 Act). This registration does not involve any supervision of our management or investment practices and policies by the SEC. All obligations arising under the contracts are general obligations of RiverSource Life of NY.

The Variable Account meets the definition of a separate account under federal securities laws. Income, gains, and losses credited to or charged against the Variable Account reflect the Variable Account's own investment experience and not the investment experience of RiverSource Life of NY's other assets. The Variable Account's assets are held separately from RiverSource Life of NY's assets and are not chargeable with liabilities incurred in any other business of RiverSource Life of NY.

insurance accounts and/or tax-deferred retirement plans to invest in the available funds simultaneously. Although we and the Funds' providers do not currently foresee any such disadvantages, the boards of directors or trustees of each Fund will monitor events in order to identify any material conflicts between annuity owners, policy owners and tax-deferred retirement plans and to determine what action, if any, should be taken in response to a conflict. If a board were to conclude that it should establish separate Fund providers for the variable annuity, variable life

A complete list of why we may receive this revenue, as well as sources of revenue, is described in detail below.

Payments the Funds May Make to Us

We or our affiliates may receive from each of the Funds, or their affiliates, compensation including but not limited to expense payments. These payments are designed in part to compensate us for the expenses we may incur on behalf of the Funds. In addition to these payments, the Funds may compensate us for wholesaling activities or to participate in educational or marketing seminars sponsored by the Funds.

We or our affiliates may receive revenue derived from the 12b-1 fees charged by the Funds. These fees are deducted from the assets of the Funds. This revenue and the amount by which it can vary may create conflicts of interest. The amount, type, and manner in which the revenue from these sources is computed vary by Fund.

Conflicts of Interest These Payments May Create

When we determined the charges to impose under the contracts, we took into account anticipated payments from the Funds. If we had not taken into account these anticipated payments, the charges under the contract would have been higher. Additionally, the amount of payment we receive from a Fund or its affiliate may create an incentive for us to include that Fund as an investment option and may influence our decision regarding which Funds to include in the Variable Account as subaccount options for contract owners. Funds that offer lower payments or no payments may also have corto i300(into)-orure that are lower463.9(,)-300300(to)-30uletingn de(r)-13.9(ested)-300overaell fees andxpenses to arwhodners.

We offer Funds mna(ged)-300(by)-300(our)-300(af)-72.7(filiates)-300Columbias Mna(gtment)-300(and)-300Columbias (na(gtmen

- **[illegible]:** The unaffiliated funds are not managed by an affiliate of ours. The sources of revenue we receive from these unaffiliated funds, or the funds' affiliates, may include, but are not necessarily limited to, the following:
  - Assets of the Fund's adviser, sub-adviser, transfer agent, distributor or an affiliate of these. The revenue resulting from these sources may be based either on a percentage of average daily net assets of the Fund or on the actual cost of certain services we provide with respect to the Fund. We receive this revenue in the form of a cash payment.
  - Compensation paid out of 12b-1 fees that are deducted from Fund assets.

The General Account

The general account includes all assets owned by RiverSource Life of NY, other than those in the Variable Account and our other separate accounts. Subject to applicable New York state law, we have sole discretion to decide how assets of the general account will be invested. The assets held in our general account support the guarantees under your contract including any optional benefits offered under the contract. These guarantees are subject to the claims-paying ability and financial strength of RiverSource Life of NY. You should be aware that our general account is exposed to many of the same risks normally associated with a portfolio of fixed-income securities including interest rate, option, liquidity and credit risk. You should also be aware that we issue other types of annuities and financial instruments and products as well, and these obligations are satisfied from the assets in our general account. Our general account is not segregated or insulated from the claims of our creditors. The financial statements contained in the SAI include a further discussion of the risks inherent within the investments of the general account. The fixed account is supported by our general account that we make available under the contract.

The Fixed Account

Amounts allocated to the fixed account are part of our general account. The fixed account includes the regular fixed account and the Special DCA fixed account. We credit interest on amounts you allocate to the fixed account at rates we determine from time to time at our discretion. Interest rates credited in excess of the guaranteed rate generally will be based on various factors related to future investment earnings. The guaranteed minimum interest rate on amounts invested in the fixed account will never be less than the fixed account minimum interest rate required under state law. We back the principal and interest guarantees relating to the fixed account. These guarantees are subject to the creditworthiness and continued claims-paying ability of RiverSource Life of NY.

Because of exemptive and exclusionary provisions, we have not registered interests in the fixed account as securities under the Securities Act of 1933 nor have any of these accounts been registered as investment companies under the Investment Company Act of 1940. Accordingly, neither the fixed account nor any interests in the fixed account are subject to the provisions of these Acts.

The fixed account has not been registered with the SEC. Disclosures regarding the fixed account, however, are subject to certain generally applicable provisions of the federal securities laws relating to the accuracy and completeness of statements made in a prospectus.

The Regular Fixed Account

For RAVA 4 Advantage and RAVA 4 Select, unless the PN program is in effect, you also may allocate purchase payments and purchase payment credits or transfer contract value to the regular fixed account. Effective May 10, 2010, for RAVA 4 Access contracts you cannot allocate purchase payments to the regular fixed account. (Exception: RAVA 4 Access contract holders who remained invested in the static PN program model portfolio and have the regular fixed account included in the model portfolio selected.) The value of the regular fixed account increases as we credit interest to the account. We credit and compound interest daily based on a 365-day year so as to produce the annual effective rate which we declare. We do not credit interest on leap days (Feb. 29). The interest rate we apply to each purchase payment or transfer to the regular fixed account is guaranteed for one year. Thereafter, we will change the rates from time to time at our discretion. We reserve the right to limit purchase payment allocations to the regular fixed account if the interest rate we are then currently crediting to the regular fixed account is equal to the minimum interest rate stated in the contract. (See "Making the Most of Your Contract — Transfer policies" for restrictions on transfers involving the regular fixed account.)

The Special DCA Fixed Account

You also may allocate purchase payments and purchase payment credits to the Special DCA fixed account, when available. The Special DCA fixed account is available for new purchase payments. The value of the Special DCA fixed account increases as we credit interest to the account. We credit and compound interest daily based on a 365-day year so as to produce the annual effective rate which we declare. We do not credit interest on leap days (Feb. 29). The interest rate we apply to each purchase payment is guaranteed for the period of time money remains in the Special DCA fixed account. (See "Making the Most of Your Contract — Special Dollar Cost Averaging Program" for more information on the Special DCA fixed account.)

Buying Your Contract

New contracts are not currently being offered. We are required by law to obtain personal information from you which we used to verify your identity. If you do not provide this information we reserve the right to refuse to issue your contract or take other steps we deem reasonable. As the owner, you have all rights and may receive all benefits under the contract. You can own a nonqualified annuity in joint tenancy with rights of survivorship only in spousal situations. You cannot own a qualified annuity in joint tenancy. You can buy a contract if you and the annuitant are 90 or younger.

When you applied, you could have selected among the following:

- the regular fixed account[1], subaccounts, or the Special DCA fixed account in which you want to invest;
- how you want to make purchase payments;
- a beneficiary;
- under RAVA 4 Advantage, the length of the surrender charge period (seven or ten years);
- one of the following optional death benefits:
  - ROPP Death Benefit[2];
  - MAV Death Benefit[2];
  - 5-Year MAV Death Benefit[2]; and
- under RAVA 4 Advantage and RAVA 4 Select, one of the following optional living benefits:
  - Accumulation Benefit rider[3];
  - SecureSource Flex rider[3].
  - GWB for Life rider; or
  - SecureSource rider.

[1] For RAVA 4 Access contracts you could not have selected the regular .

a “tax-free” exchange under Section 1035 of the Code. You can also do a partial exchange from one nonqualified annuity contract to another annuity contract, subject to Internal Revenue Service (IRS) rules. You also generally can exchange a life insurance policy for a nonqualified annuity. However, before making an exchange, you should compare both contracts carefully because the features and benefits may be different. Fees and charges may be higher or lower on your old contract than on the new contract. You may have to pay a surrender charge when you exchange out of your old contract and a new surrender charge period may begin when you exchange into the new contract. If the exchange does not qualify for Section 1035 treatment, you also may have to pay federal income tax on the distribution.
State income taxes may also apply. You should not exchange your old contract for the new contract or buy the new contract in addition to your old contract, unless you determine it is in your best interest. (See “Taxes — 1035 Exchanges.”)oneaturt/(isr000tItion)-0gT*[on)-p9F1nge under Sectionges may beayagmm0(t)0(he0gT*5(b)068.685126IfR9wr)-300

- 2% of each purchase payment received in the first Contract year if your initial purchase payment to the Contract is $1,000,000 or more. Please note that purchase payments of $1,000,000 or more require our approval.

F [RAVA 4 S – Ba 3: we add a credit to your Contract in the amount of 2% of each purchase payment received in the first Contract year.

Expenses under RAVA 4 Select and RAVA 4 Select – Band 3 may be higher than those for Contracts that do not have purchase payment credits. The amount of the credits may be more than offset by the additional charges associated with them. Because of higher charges, you may be worse off purchasing one of these Contracts with the credits than purchasing other Contracts. We pay for the credits under RAVA 4 Select and RAVA 4 Select – Band 3 primarily through lower costs associated with larger sized Contracts, including lower compensation paid on the sales of these Contracts. We expect to make a profit from the charges on the Contract.

We fund all credits from our general account. We do not consider credits to be "investments" for income tax purposes. (See "Taxes.")

Generally, if you own a qualified annuity (for example, an IRA) and tax laws require that you take distributions from your

We determine your surrender charge by multiplying each of your payments surrendered by the applicable surrender charge percentage, and then adding the total surrender charges.

The surrender charge percentage depends on the number of years since you made the payments that are surrendered, depending on the schedule you selected:

Ten-year schedule Number of completed years from date of each payment*	Surrender charge percentage	Seven-year schedule Number of completed years from date of each payment*	Surrender charge percentage
0	8%	0	7%
1	8	1	7
2	8	2	7
3	7	3	6
4	7	4	5
5	6	5	4
6	5	6	2
7	4	7+	0
8	3		
9	2		
10+	0		

* According to our current administrative practice, for the purpose of surrender charge calculation, we consider that the year is completed fourteen days prior to the anniversary of the day each purchase payment was received.

Surrender charge under RAVA 4 Select:

For purposes of calculating any surrender charge under RAVA 4 Select, we treat amounts surrendered from your contract value in the following order:

1. First, we surrender the TFA. We do not assess a surrender charge on the TFA.

amount for new immediate annuities of the same duration as the remaining years of guaranteed payouts; and (4) the interest spread (currently 1.50%). If we do not currently offer immediate annuities, we will use rates and values applicable to new annuitizations to determine the discount rate.

Once the discount rate is applied and we have determined the present value of the remaining guaranteed payouts you are surrendering, the present value determined will be multiplied by the surrender charge percentage in the table below and deducted from the present value to determine the net present value you will receive.

Number of Completed Years Since Annuitization	**Surrender charge percentage**
0	Not applicable*
1	5%
2	4
3	3
4	2
5	1
6 and thereafter	0

* We do not permit surrenders in the first year after annuitization.

We will provide a quoted present value (which includes the deduction of any surrender charge). You must then formally elect, in a form acceptable to us, to receive this value. The remaining guaranteed payouts following surrender will be reduced, possibly to zero.

Waiver of surrender charges
We do not assess surrender charges for:

- surrenders of any contract earnings;
- surrenders of amounts totaling up to 10% of the contract value on the prior contract anniversary to the extent it exceeds contract earnings;
- if you elected the GWB for Life rider or SecureSource rider, the greater of your contract's Remaining Benefit Payment or Remaining Annual Lifetime Payment to the extent it exceeds the greater of contract earnings or 10% of the contract value on the prior contract anniversary;
- to the extent that they exceed the greater of contract earnings or 10% of the contract value on the prior contract anniversary, required minimum distributions from a qualified annuity. The amount on which surrender charges are waived can be no greater than the RMD amount calculated under your specific contract currently in force;
- contracts settled using an annuity payout plan, unless an Annuity Payout Plan E is later surrendered;
- amounts we refund to you during the free look period;
- death benefits*;
- surrenders you make under your contract's "Waiver of Surrender Charges for Hospital or Nursing Home Confinement" provision. To the extent permitted by state law, this provision applies when you are under age 76 on the date that we issue the contract. Under this provision, we will waive surrender charges that we normally assess upon full or partial surrender. You must provide proof satisfactory to us that, as of the date you request the surrender, you or your spouse are confined to a nursing home or hospital and have been for 60 straight days and the confinement began after the contract date. (See your contract for additional conditions and restrictions on this waiver.); and
- surrenders you make under your contract's "Waiver of Surrender Charges for Terminal Illness Disability Diagnosis" provision. To the extent permitted by state law, this provision applies when you are under age 76 on the date we issue the contract. Under this provision, we will waive surrender charges that we normally assess for surrenders you make if you or your spouse are diagnosed after the contract issue date as disabled with a medical condition that with reasonable medical certainty will result in death within 12 months or less from the date of a licensed physician's statement. You must provide us with a licensed physician's statement containing the terminal illness diagnosis and the date the terminal illness was initially diagnosed. (See your contract for additional conditions and restrictions on this waiver.)

* However, for contracts purchased before Oct. 5, 2008, we will reverse the unamortized portion of purchase payment credits credited within 12 months of a withdrawal under this provision. (See "Buying your contract — Purchase payment credits.")

Other information on charges: Ameriprise Financial, Inc. makes certain custodial services available to some profit sharing, money purchase and target benefit plans funded by our annuities. Fees for these services start at $30 per calendar year per participant. Ameriprise Financial, Inc. will charge a termination fee for owners under age 59½ (fee waived in case of death or disability).

P: In some cases we may incur lower sales and administrative expenses due to the size of the group, the average contribution and the use of group enrollment procedures. In such cases, we may be able to reduce or eliminate certain charges such as the contract administrative and surrender charges. However, we expect this to occur infrequently.

Annual Contract Expenses

Base Contract Expenses

Base Contract expenses consist of the contract administrative charge and mortality and expense risk fee.

Contract Administrative Charge

We charge this fee for establishing and maintaining your records. Currently, we deduct $50* from your contract value on your contract anniversary. We prorate this charge among the subaccounts and the regular fixed account in the same proportion your interest in each account bears to your total contract value, less amounts invested in the Special DCA fixed account. The contract administrative charge is only deducted from any Special DCA fixed account if insufficient amounts are available in the regular fixed account and the subaccounts.

We will waive this charge when your contract value, or total purchase payments less any payments surrendered, is $50,000 or more on the current contract anniversary. However, we reserve the right to charge up to $20 after the first contract anniversary for these contracts.

If you surrender your contract, we will deduct the full charge at the time of surrender regardless of the contract value or purchase payments made. This charge does not apply after annuity payouts begin or when we pay death benefits.

* Prior to May 1, 2021, the annual contract administrative charge was $30.

Mortality and Expense Risk Fee

We charge this fee daily to the subaccounts as a percentage of the daily contract value in the variable account. The unit values of your subaccounts reflect this fee. These fees cover the mortality and expense risk that we assume. These fees do not apply to the fixed account. The fees listed below are the current fees and they cannot be changed.

RAVA 4 A a a for nonqualified annuities	**Ma /C :** 1.05%
RAVA 4 A a a for qualified annuities	**Ma /C :** 0.85%
RAVA 4 S for nonqualified annuities	**Ma /C :** 1.30%
RAVA 4 S for qualified annuities	**Ma /C :** 1.10%
RAVA 4 A for nonqualified annuities	**Ma /C :** 1.45%
RAVA 4 A for qualified annuities	**Ma /C :** 1.25%

This fee covers the mortality and expense risk that we assume. This fee does not apply to the regular fixed account or the Special DCA fixed account.

Mortality risk arises because of our guarantee to pay a death benefit and our guarantee to make annuity payouts according to the terms of the contract, no matter how long a specific owner or annuitant lives and no matter how long our entire group of owners or annuitants lives. If, as a group, owners or annuitants outlive the life expectancy we assumed in our actuarial tables, we must take money from our general assets to meet our obligations. If, as a group, owners or annuitants do not live as long as expected, we could profit from the mortality risk fee. We deduct the mortality risk fee from the subaccounts during the annuity payout period even if the annuity payout plan does not involve a life contingency.

Expense risk arises because we cannot increase the contract administrative charge and this charge may not cover our expenses. We would have to make up any deficit from our general assets. We could profit from the expense risk fee if future expenses are less than expected.

The subaccounts pay us the mortality and expense risk fee they accrued as follows:

We may use any profits we realize from the subaccounts' payment to us of the mortality and expense risk fee for any proper corporate purpose, including, among others, payment of distribution (selling) expenses. We do not expect that

Accumulation Benefit Rider Fee

We deduct an annual charge from your contract value based on the greater of your contract value or the minimum contract accumulation value on your contract anniversary for this optional benefit only if you select it. See table below for the applicable percentage. The deduction will occur on the 60th day after each contract anniversary and on the benefit date. We prorate this charge among the variable subaccounts but not the fixed account in the same proportion as your interest in each bears to your total variable account contract value. Once you elect the Accumulation Benefit rider, you may not cancel it and the charge will continue to be deducted through the end of the waiting period or when annuity payouts begin. If the contract is terminated for any reason or when annuity payouts begin, we will deduct the charge, adjusted for the number of calendar days coverage was in place since we last deducted the charge.

The Accumulation Benefit rider fee will not exceed a maximum fee of 2.50%.

We may change the rider fee at our discretion and in a nondiscriminatory basis, independent of the fee in effect for new sales.

We will not change the Accumulation Benefit rider fee in effect on your contract after the rider effective date unless:

(a) you choose the annual elective step-up or elective spousal continuation step-up after we have exercised our rights to increase the rider fee; or

(b) you change your PN program investment option after we have exercised our rights to increase the rider fee or vary the rider fee for each PN program investment option.

We exercised our right to increase the rider fee upon elective step-up or elective spousal continuation step-up and vary the fee depending on whether your contract value is invested in one of the Portfolio Navigator or Portfolio Stabilizer funds at the time of the elective step-up or spousal continuation step-up. You will pay the fee that is in effect on the valuation date we receive your written request to step-up. Currently, we waive our right to increase the fee for investment option changes. There is no assurance that we will not exercise our right in the future.

If you request an elective step-up or the elective spousal continuation step-up, the fee that will apply to your rider will correspond to the fund in which you are invested at that time, as shown in the table below.

Current rider fees for elective step-up (including elective spousal continuation step-up) requests, are shown in the table below.

[illegible]	Ma [illegible]	[illegible] 10/20/2012
Prior to 1/26/2009	2.50%	0.60%
01/26/2009 – 05/31/2009	2.50%	0.80%
11/09/2009 – 10/03/2010	2.50%	1.25%
10/04/2010 and later	2.50%	1.50%

Current annual rider fees for elective step-up (including elective spousal continuation step-up) requests on/after 10/20/2012 are shown in the table below.

[illegible]	[illegible]	[illegible]
10/20/2012 – 11/17/2013	1.75%	n/a
11/18/2013 – 10/17/2014	1.75%	1.30%
10/18/2014 – 06/30/2016	1.60%	1.00%
07/01/2016 – 10/15/2018	1.75%	1.30%
10/16/2018 – 08/31/2020	1.40%	1.00%
09/01/2020 and later	2.50%	2.25%

(Charged annually as a percentage of contract value or the Minimum Contract Accumulation Value, whichever is greater. This deduction from the variable account contract value will occur on the 60th day after each contract anniversary. The fee applies only if you elect the optional rider.)

If your annual rider fee changes during the contract year, on the next contract anniversary we will calculate an average rider fee that reflects the various fees that were in effect that year, adjusted for the number of calendar days each fee was in effect.

Subject to the terms of your contract, we reserve the right to further increase the rider fees to the maximum limit provided by your rider and to vary the rider fees based on the fund you select.

[illegible]

2. Move to one of the Portfolio Stabilizer funds. If you do this, your rider fee will not increase, but remember that you will lose your access to invest in the Portfolio Navigator funds.
3. Do not elect a step-up. You will not lock in contract gains, but your rider fee will stay the same.
4. If you are invested in the Variable Portfolio — Aggressive Portfolio or the Variable Portfolio — Moderately Aggressive Portfolio: move to a less aggressive Portfolio Navigator fund that is not subject to a fee increase. If you do this, your rider fee will not increase.

During the 30 days following your contract anniversary, if your contract value is allocated to a fund subject to a fee increase, we will automatically process any available step-up and lock in any contract gains, as well as reactivate automatic step-ups, under the following circumstances:

1. transfers of contract value to a Portfolio Stabilizer fund, a less aggressive Portfolio Navigator fund that is not subject to a fee increase, or to a more aggressive Portfolio Navigator fund; or
2. a withdrawal occurs resulting in your contract value automatically being moved as of the date of the withdrawal to the Portfolio Navigator Moderate fund.

The step-up and lock in of any contract gains will occur as of the date of the transfer or withdrawal described above.

Rider fees may increase or decrease as you move to various funds. Your fee will increase if you transfer your contract value to a more aggressive Portfolio Navigator fund with a higher fee. If you transfer to a less aggressive Portfolio Navigator fund or transfer to a Portfolio Stabilizer fund, your fee may decrease. Certain rider fees may not change depending on the fund in which your contract value is allocated.

We will notify you in writing about your opportunity to <u>elect</u> to step-up (if eligible) and incur the higher rider fee or maintain your guaranteed amount at its current level and keep your rider fee the same. If you are subject to a fee increase, you will receive a letter from us approximately 30 days before your next annuity contract anniversary. This letter will describe the potential opportunity to elect a step-up to increase your guaranteed income and how to make the election (if eligible). You will have a 30 day period beginning on your next contract anniversary to choose whether to step-up and accept the fee increase. The step-up and new fee will be effective on the date we receive your request for the step-up (Step-up date). For purposes of determining the duration of the "30 day window" following your contract anniversary to elect to step-up or to transfer funds to lock in any available contract gains, the following will apply:

1. the duration of your window is determined on a calendar day basis;
2. under our current administrative process we will accept your request on the 31st calendar day if we receive it prior to the close of the NYSE; and
3. if your window ends on a day the NYSE is closed, we must receive your request no later than the close of the NYSE on the preceding Valuation Date.

Each year, we will continue to provide you written notice of your options with respect to elective step-ups and the fee increase until you are no longer subject to a fee increase. Once you have taken action that results in a higher fee, you will become eligible for automatic step-ups under the rider.

[illegible]

Subject to the terms of your contract, we reserve the right to further increase the rider fee up to the maximum limit provided by your rider. Currently, the rider fee does not vary among the Portfolio Stabilizer funds, but we reserve the right to vary the fees among the Portfolio Stabilizer funds in the future.

If you choose the elective step-up, the elective spousal continuation step-up, or change your investment option after we have exercised our rights to increase the rider fee as described above, you will pay the fee that is in effect on the valuation date we receive your written request to step-up or change your investment option. On the next contract anniversary, we will calculate an average rider fee, for the preceding contract year only, that reflects the various different charges that were in effect that year, adjusted for the number of calendar days each fee was in effect.

The charge does not apply after annuity payouts begin.

For an example of how your fee will vary upon elective step-up or spousal continuation step-up, please see Appendix H.

GWB for Life Rider Fee

We deduct an annual charge for this optional feature only if you select it.(1) The initial annual rider fee is 0.65%. The charge is 1TD[c800(consider)der)-300(uase)0(fletep-up)-30ectrease. t spousalH.
RBA)%. The deduction will On thefter eacheanniversaryspoup0eumber,inse the charge is

If the contract is terminated for any reason, we will deduct the charge at that time, adjusted for the number of calendar days coverage was in effect during the year.

(1) Available if you are 75 or younger at the rider effective date and it is not available with the 5-Year MAV.

5-Year MAV Rider Fee

We deduct an annual charge for this optional feature only if you select it(1). If selected, we deduct an annual charge of 0.10% of your variable account contract value. The deduction will occur on the 60th day after each contract anniversary. We prorate this charge among the variable subaccounts in the same proportion your interest in each account bears to your total variable account contract value. We reserve the right to increase the charge for this rider after the tenth rider anniversary to a maximum of 0.20%.

If the contract is terminated for any reason, we will deduct the fee at that time, adjusted for the number of calendar days coverage was in effect during the year.

(1) Available if you are 75 or younger at the rider effective date. Not available with the MAV.

Fund Fees and Expenses

There are deductions from and expenses paid out of the assets of the funds that are described in the prospectuses for those funds.

Valuing Your Investment

We value your accounts as follows:

The Regular Fixed Account

We value the amounts you allocate to the regular fixed account directly in dollars. The regular fixed account value equals:

- the sum of your purchase payments and purchase payment credits and transfer amounts allocated to the regular fixed account;
- plus interest credited;
- minus the sum of amounts surrendered (including any applicable surrender charges) and amounts transferred out; and
- minus any prorated portion of the contract administrative charge.

The Special DCA Fixed Account

We value the amounts you allocate to the Special DCA fixed account directly in dollars. The Special DCA fixed account value equals:

- the sum of your purchase payments and purchase payment credits allocated to the Special DCA fixed account;
- plus interest credited;
- minus the sum of amounts surrendered (including any applicable surrender charges); and
- minus amounts transferred out.

Subaccounts

We convert amounts you allocated to the subaccounts into accumulation units. Each time you make a purchase payment or transfer amounts into one of the subaccounts or we apply any purchase payment credits to a subaccount, we credit a certain number of accumulation units to your contract for that subaccount. Conversely, we subtract a certain number of accumulation units from your contract each time you take a partial surrender, transfer amounts out of a subaccount, or we assess a contract administrative charge, a surrender charge or charge for any optional riders with annual charges (if applicable).

The accumulation units are the true measure of investment value in each subaccount during the accumulation period. They are related to, but not the same as, the net asset value of the fund in which the subaccount invests. The dollar value of each accumulation unit can rise or fall daily depending on the variable account expenses, performance of the fund and on certain fund expenses. Here is how we calculate accumulation unit values:

N [illegible]: to calculate the number of accumulation units for a particular subaccount we divide your investment by the current accumulation unit value.

A [illegible] a [illegible]: the current accumulation unit value for each subaccount equals the last value times the subaccount's current net investment factor.

W [illegible]:

- adding the fund's current net asset value per share, plus the per share amount of any accrued income or capital gain dividends to obtain a current adjusted net asset value per share; then
- dividing that sum by the previous adjusted net asset value per share; and
- subtracting the percentage factor representing the mortality and expense risk fee from the result.

Because the net asset value of the fund may fluctuate, the accumulation unit value may increase or decrease. You bear all the investment risk in a subaccount.

The accumulation unit value is multiplied by the number of accumulation units to determine the contract value in that subaccount.

Fa [illegible]: accumulation units may change in two ways — in number and in value.

The number of accumulation units you own may fluctuate due to:

- additional purchase payments you allocate to the subaccounts;
- any purchase payment credits allocated to the subaccounts;
- transfers into or out of the subaccounts;
- partial surrenders;
- surrender charges;

and a deduction of a prorated portion of:

- the contract administrative charge;
- the ROPP rider charge (if selected);
- the MAV rider charge (if selected);
- the 5-Year MAV rider charge (if selected);
- the Accumulation Benefit rider charge (if selected);
- the GWB for Life rider charge (if selected);
- the [illegible] rider charge (if selected) ; or
- the [illegible] rider charge (if selected).

Accumulation unit values will fluctuate due to:

- changes in fund net asset value;
- fund dividends distributed to the subaccounts;
- fund capital gains or losses;
- fund operating expenses; and/or
- mortality and expense risk fees.

Making the Most of Your Contract

Automated Dollar-Cost Averaging

Currently, you can use automated transfers to take advantage of dollar-cost averaging (investing a fixed amount at regular intervals). For example, you might transfer a set amount monthly from a relatively conservative subaccount to a more aggressive one, or from the regular fixed account to one or more subaccounts. Automated transfers from the regular fixed account to the subaccounts under automated dollar-cost averaging may not exceed an amount that, if continued, would deplete the regular fixed account within 12 months. You may not set-up automated transfers to the regular fixed account or the Special DCA fixed account. You may not set up an automated transfer if the GWB for Life, [illegible], Accumulation Benefit, or PN program is selected. There is no charge for dollar-cost averaging.

This systematic approach can help you benefit from fluctuations in accumulation unit values caused by fluctuations in the market values of the funds. Since you invest the same amount each period, you automatically acquire more units when the market value falls and fewer units when it rises. The potential effect is to lower your average cost per unit.

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By investing an equal number of dollars each month

you automatically buy more units when the per unit market price is low

and fewer units when the per unit market price is high.

M	A	A a	N [a
Jan	$100	$20	5.00
Feb	100	18	5.56
Mar	100	17	5.88
Apr	100	15	6.67
May	100	16	6.25
June	100	18	5.56
July	100	17	5.88
Aug	100	19	5.26
Sept	100	21	4.76
Oct	100	20	5.00

You paid an average price of $17.91 per unit over the 10 months, while the average market price actually was $18.10.

Dollar-cost averaging does not guarantee that any subaccount will gain in value nor will it protect against a decline in value if market prices fall. Because dollar-cost averaging involves continuous investing, your success will depend upon your willingness to continue to invest regularly through periods of low price levels. Dollar-cost averaging can be an effective way to help meet your long-term goals. For specific features, contact your financial advisor.

Special Dollar-Cost Averaging (Special DCA) Program

If your purchase payment is at least $10,000, you can choose to participate in the Special DCA program (if available). There is no charge for the Special DCA program. Under the Special DCA program, you can allocate a new purchase payment and any applicable purchase payment credit to a six-month Special DCA fixed account according to the following rules:

- You may only allocate a new purchase payment of at least $10,000 to a Special DCA fixed account.
- You cannot transfer existing contract values into a Special DCA fixed account.
- Each Special DCA arrangement consists of six monthly transfers that begin seven days after we receive your purchase payment.
- We make monthly transfers of your Special DCA fixed account value into the subaccounts or PN program investment option you have selected.
- You may not use the regular fixed account or the Special DCA fixed account as a destination for the Special DCA monthly transfer. (Exception: if the PN program is in effect and the model portfolio you have selected, if applicable, includes the regular fixed account, amounts will be transferred from the Special DCA fixed account to the regular fixed account according to the allocation percentage established for the model portfolio you have selected.)
- We will change the interest rate on each Special DCA fixed account from time to time at our discretion based on factors that include the competition and the interest rate we are crediting to the regular fixed account at the time of the change. From time to time, we may credit interest to the Special DCA fixed account at promotional rates that are higher than those we credit to the regular fixed account.
- We credit each Special DCA fixed account with the current guaranteed annual rate that is in effect on the date we receive your purchase payment. However, we credit this annual rate over the length of the Special DCA arrangement on the balance remaining in your Special DCA fixed account. Therefore, the net effective interest rate you receive is less than the stated annual rate.
- We do not credit this interest after we transfer the value out of the Special DCA fixed account into the accounts you selected.
- Once you establish a Special DCA fixed account, you cannot allocate additional purchase payments to it. However, you may establish another new Special DCA fixed account and allocate new purchase payments to it.
- Funding from multiple sources is treated as individual purchase payments and a new Special DCA fixed account is opened for each payment (if the Special DCA fixed accounts are available on the valuation date we receive your payment).
- You may E166cate your participation in the Special DCA program at any ime. If you do, for RAVA 4 Advantage and RAVA 4 Select, we will transfer the remaining balance from your Special DCA fixed account to the regular fixed account, if no other specification is made. Interest will be credited according to the rates in effect on the regular fixed account and not the rate that was in effect on the Special DCA fixed account. For RAVA 4 Access, we will transfer the remaining balance from your Special DCA fixed account to variable subaccounts you specified in your t6cateination

request, or if no specification is made, according to your current purchase payment allocation. (Exception: if you are required to be in the PN program when you elect to end your participation in the Special DCA program, we will transfer the remaining balance to the investment option which you have selected).

- We can modify the terms of the Special DCA program at any time. Any modifications will not affect any purchase payments that are already in a Special DCA fixed account. For more information on the Special DCA program, contact your financial advisor.

Dollar-cost averaging from the Special DCA fixed account does not guarantee that any subaccount will gain in value nor will it protect against a decline in value if market prices fall. Because dollar-cost averaging involves continuous investing, your success will depend upon your willingness to continue to invest regularly through periods of low price levels. Dollar-cost averaging can be an effective way to help meet your long-term goals.

For an example of how Special DCA dollar-cost averaging works, see table below showing the Special DCA fixed account.

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By spreading the investment

4. Variable Portfolio – Moderately Conservative Portfolio
5. Variable Portfolio – Conservative Portfolio

Each Portfolio Navigator fund is a fund of funds with the investment objective of seeking a high level of total return consistent with a certain level of risk, which it seeks to achieve by investing in various underlying funds. For additional information about the Portfolio Navigator funds' investment strategies, see the Funds' prospectus.

If your contract does not include one of the living benefit riders, you may not participate in the PN program, but you may choose to allocate your contract value to one or more of the Portfolio Navigator funds.

Beginning November 18, 2013, if you have selected one of the optional living benefit riders, as an alternative to the Portfolio Navigator funds in the PN program, we have made available to you additional new funds, known as Portfolio Stabilizer funds. **T P [. S a , [. , .** The following Portfolio Stabilizer funds currently available are:

1. Variable Portfolio – Managed Risk Fund (Class 2)(1)
2. Variable Portfolio – Managed Risk U.S. Fund (Class 2) (1)
3. Variable Portfolio – Managed Volatility Growth Fund (Class 2)
4. Variable Portfolio – Managed Volatility Moderate Growth Fund (Class 2)
5. Variable Portfolio – Managed Volatility Conservative Growth Fund (Class 2)
6. Variable Portfolio – Managed Volatility Conservative Fund (Class 2)
7. Variable Portfolio – U-304.8(o)0(wet)-300(r.qi00(V)63ed)-300(Vnund)-300((Class)-300(2))]TJT*-.00002Tc[6.)-300(V)81(g(6.)-35.7

Effective on May 15, 2020, if the interest rate stated in your contract is 3%, transfers to the fixed account (if allowed under your contract), are limited so the amount of contract value transferred to the fixed account cannot result in the value of the fixed account being greater than 20% of the contract value. If the fixed account is currently 20% or more of the contract value, we will not accept any transfers to the fixed account.
If the fixed account is 20% or more of the contract value prior to May 15, 2020, you will not be required to transfer out of the fixed account. Additional transfers into the fixed account will not be allowed unless the value of the fixed account drops to less than 20% of the contract value.

- You may transfer contract values from the regular fixed account to the subaccounts once a year during a 31-day transfer period starting on each contract anniversary (except for automated transfers, which can be set up at any time for certain transfer periods subject to certain minimums). Currently, transfers out of the regular fixed account are limited to the greater of: a) 30% of the regular fixed account value at the beginning of the contract year, or b) the amount transferred out of the regular fixed account in the previous contract year, excluding any automated transfer amounts. Because of this limitation, it may take you several years to transfer all your contract value from the regular fixed account. You should carefully consider whether the regular fixed account meets your investment criteria before you invest.
- If we receive your request within 30 days before the contract anniversary date, the transfer from the regular fixed account to the subaccounts will 00(the)-3o300(trafer)-300(fr)-14.8(om)-300(the)-300(r)-13.9(egulaD)0(d)-30w/(om)300(within)-3
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We try to distinguish market timing from transfers that we believe are not harmful, such as periodic rebalancing for purposes of an asset allocation, dollar-cost averaging and asset rebalancing program that may be described in this prospectus. There is no set number of transfers that constitutes market timing. Even one transfer in related accounts may be market timing. We seek to restrict the transfer privileges of a contract owner who makes more than three Subaccount transfers in any 90 day period. We also reserve the right to refuse any transfer request, if, in our sole judgment, the dollar amount of the transfer request would adversely affect unit values.

- Funds that are available as investment options under the contract may also be offered to other intermediaries who are eligible to purchase and hold shares of the Fund, including without limitation, separate accounts of other insurance companies and certain retirement plans. Even if we are able to implement a Fund’s market timing policies, we cannot guarantee that other intermediaries purchasing that same Fund’s shares will do so, and the returns of that Fund could be adversely affected as a result.

Call:
1-800-541-2251

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Transfers or surrenders: $250 or entire account balance

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Transfers: Contract value or entire account balance

Surrenders: $50,000

We answer telephone requests promptly, but you may experience delays when the call volume is unusually high. If you are unable to get through, use the mail procedure as an alternative.

We will honor any telephone transfer or surrender requests that we believe are authentic and we will use reasonable procedures to confirm that they are. This includes asking identifying questions and recording calls. As long as we follow the procedures, we (and our affiliates) will not be liable for any loss resulting from fraudulent requests.

Telephone transfers or surrenders are automatically available. You may request that telephone transfers or surrenders not be authorized from your account by writing to us.

Surrenders

You may surrender all or part of your contract at any time before the settlement date by sending us a written request or calling us.

The date your surrender request will be processed depends on when and how we receive it:

For surrender requests received in writing:

- If we receive your surrender request at our Service Center in good order before the close of business, we will process your surrender using the accumulation unit value we calculate on the valuation date we received your surrender request.
- If we receive your surrender request at our Service Center in good order at or after the close of business, we will process your surrender using the accumulation unit value we calculate on the next valuation date after we received your surrender request.

For surrender requests received by phone:

- If we receive your surrender request at our Service Center in good order before the close of the NYSE, we will process your surrender using the accumulation unit value we calculate on the valuation date we received your surrender request.
- If we receive your surrender request at our Service Center in good order at or after the close of the NYSE, we will process your surrender using the accumulation unit value we calculate on the next valuation date after we received your surrender request.

You may have to pay a contract administrative charge, surrender charges, we spplicabl(on)-300p300(a(pr)-14ri)-300(administrative

The employer must comply with certain nondiscrimination requirements for certain types of contributions under a TSA contract to be excluded from taxable income. You should consult your employer to determine whether the nondiscrimination rules apply to you.

The Code imposes certain restrictions on your right to receive early distributions from a TSA:

- Distributions attributable to salary reduction contributions (plus earnings) made after Dec. 31, 1988, or to transfers or rollovers from other contracts, may be made from the TSA only if:
  - you are at least age 59½;
  - you are disabled as defined in the Code;
  - you severed employment with the employer who purchased the contract;
  - the distribution is because of your death;
  - the distribution is due to plan termination;

For the [illegible] Single Life rider, if there is a change of ownership and the covered person remains the same, the rider continues with no change to any of the rider benefits. If there is a change of ownership and the covered person would be different, the rider terminates. Effective May 1, 2016, you cannot add a joint owner or a joint annuitant.

For the [illegible] Joint Life rider, the rider will terminate if there is an assignment or a change of ownership unless the new owner or assignee assumes total ownership of the contract and is one of the covered spouses, or a non-natural owner holding for the sole benefit of one or both covered spouses (e.g., an individual ownership changed to a personal revocable trust.).

If you have a nonqualified annuity, you may incur income tax liability by transferring, assigning or pledging any part of it. (See “Taxes.”)

If you have a qualified annuity, you may not sell, assign, transfer, discount or pledge your contract as collateral for a loan, or as security for the performance of an obligation or for any other purpose except as required or permitted by the Code. However, if the owner is a trust or custodian, or an employer acting in similar capacity, ownership of the contract may be transferred to the annuitant.

Benefits Available Under the Contract

The following table summarizes information about the benefits available under the Contract.

Na B	P	Ma F	C F	B D R / L

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Allows automated partial surrenders from the contract	N/A	N/A	• Additional systematic payments are not allowed with automated partial surrenders • For contracts with a [illegible] rider, [illegible] rider or GWB for Life rider, you may set up automated partial surrenders up to the benefit available for withdrawals under the rider • May result in income taxes on all or a portion of amounts surrendered
[illegible]	Allows you to withdraw contract value without a surrender charge	N/A	N/A	• You must be under the age 76 on the contract issue date and the confinement must start after the contract issue date • You must be confined to a hospital or nursing home for the prior 60 days • Amount withdrawn must be paid directly to you
[illegible]	Allows you to withdraw contract value without a surrender charge	N/A	N/A	• You must be under the age 76 on the date the contract was issued • Must be terminally ill and not expected to live more than 12 months; a licensed physician certifies to your illness, life expectancy and the date the terminal illness was initially diagnosed • Amount withdrawn must be paid directly to you

Na B	P	Ma F	C F	B D / R / L
S a a D a B (a a a 75 a)	Provides a guaranteed death benefit equal to the greater of Contract Value less Purchase Payment Credits subject to reversal, less any applicable rider charges, or purchase payments minus adjusted partial surrenders	N/A	N/A	• Withdrawals will proportionately reduce the benefit, which means your benefit could be reduced by more than the dollar amount of your withdrawals, and such reductions could be significant • Annuitizing the Contract terminates the benefit • Contract Value is reduced by the unamortized portion of purchase payment credits applied within 12 months of death (for contracts purchased before Oct. 5, 2008) and any applicable rider charges • When we calculate this death benefit, we do not consider purchase payments credits as part of any purchase payments
S a a D a B (a a a a a 76 a)	Provides a minimum death benefit equal to the Contract Value less any Purchase Payment Credits subject to reversal and any applicable rider charges	N/A	N/A	• Annuitizing the Contract terminates the benefit • Contract Value is reduced by the unamortized portion of purchase payment credits applied within 12 months of death (for contracts purchased before Oct. 5, 2008) and any applicable rider charges • When we calculate this death benefit, we do not consider purchase payments credits as part of any purchase payments

Name of Benefit	Purpose	Maximum Fee	Current Fee	Brief Description of Restrictions/Limitations
		Optional Death Benefits		
ROPP Death Benefit	Increases the guaranteed death benefit to the greater of the Contract Value, less any applicable rider charges, and Purchase Payment Credits subject to reversal minus adjusted partial surrenders	0.30% of contract value in the variable account	0.20%	• Available if any owner is age 76 and older • Must be elected at contract issue

Name of Benefit	Purpose	Maximum Fee	Current Fee	Brief Description of Restrictions/Limitations
MAV Death Benefit	Increases the guaranteed death benefit to the highest anniversary contract value, adjusted for any partial surrenders	0.35% of contract value in the variable account	0.25%	• Available to owners age 75 and younger • Must be elected at contract issue • No longer eligible to increase on any contract anniversary on/after your 81st birthday. • Withdrawals will proportionately reduce the benefit, which means your benefit could be reduced by more than the dollar amount of your withdrawals. Such reductions could be significant. • Annuitizing the Contract terminates the benefit • When we calculate this death benefit, we do not consider purchase payment credits as part of your purchase payments • Contract Value is reduced bythe unamortized portion of purchase payment credits applied within 12 months of death (for contracts purchased before Oct. 5, 2008) and any applicable rider charges

Na B	**P**	**Ma F**	**C F**	**B D R / L**
5- a MAV D a B	Increases the guaranteed death benefit to the highest 5th anniversary contract value, adjusted for any partial surrenders	0.20% of contract value in the variable account	0.10%	• Available to owners age 75 and younger • Must be elected at contract issue • No longer eligible to increase on any contract anniversary on/after your 81st birthday • Withdrawals will

Name of Benefit	Purpose	Maximum Fee	Current Fee	Brief Description of Restrictions/Limitations
SecureSource Flex	Provides two income options, regardless of investment performance - a lifetime income guarantee beginning at a certain age that lasts as long as you live or a principal back guarantee option that is available at any time, but is not guaranteed for life	***Single Life:*** 2.00% of contract value or the Remaining Benefit Amount, whichever is greater ***Joint Life:*** 2.50% of contract value or the Remaining Benefit Amount, whichever is greater	***Single Life:*** 0.95% ***Joint Life:*** 1.10%	• Not available for RAVA 4 Access contract • Available to owners age 80 or younger • Must be elected at contract issue • Available as a Single Life or Joint Life option • Not available under an inherited qualified annuity • Subject to Investment Allocation restrictions • Certain withdrawals could significantly reduce the guaranteed amounts under the rider and the rider will terminate if the contract value goes to zero due to an excess withdrawal • Withdrawals during the 3-year waiting period will set your benefits to zero until the end of the waiting period when they will be reestablished based on your contract value at that time • Limitations on additional purchase payments
Guarantor Withdrawal Benefit for Life (GWB for Life) Rider	Provides two income options, regardless of investment performance - a lifetime income guarantee beginning at certain age that lasts as long as you live or a principal back guarantee option that is available at any time, but is not guaranteed for life	1.50% of contract value or the Remaining Benefit Amount, whichever is greater	Varies by issue date, elective step up date and the fund selected	• Not available for RAVA 4 Access contract • Available to owners age 80 or younger • Must be elected at contract issue • Not available under an inherited qualified annuity • Subject to Investment Allocation restrictions • Certain withdrawals could significantly reduce the guaranteed amounts under the rider and the rider will terminate if the contract value goes to zero due to an excess withdrawal • Limitations on additional purchase payments

Na . B .	P	Ma F	C F	B . D . R / L
SecureSource	Provides two income options, regardless of investment performance - a lifetime income guarantee beginning at certain age that lasts as long as you live or a principal back guarantee option that is available at any time, but is not guaranteed for life	Contracts issued after 1/26/2009: ***Single Life:*** 2.00% ***Joint Life:*** 2.00% of contract value or the Remaining Benefit Amount, whichever is greater Contracts issued prior to 1/26/2009: ***Single Life:*** 1.50% ***Joint Life:*** 1.50% of contract value or the Remaining Benefit Amount, whichever is greater	Varies by issue date, elective step up date and the fund selected	• Not available for RAVA 4 Access contract • Available to owners age 80 or younger • Must be elected at contract issue • Available as a Single Life or Joint Life option • Not available under an inherited qualified annuity • Subject to Investment Allocation restrictions • Certain withdrawals could significantly reduce the guaranteed amounts under the rider and the rider will terminate if the contract value goes to zero due to an excess withdrawal contract value at that time • Limitations on additional purchase payments
G a a M A a B . (A a B .)	Provides 100% of initial investment or 80% of highest contract anniversary value (adjusted for partial surrenders) at the end of 10 year waiting period, regardless of investment performance	2.50% of contract value or the Minimum Contract Accumulation Value, whichever is greater	Varies by issue date, elective step up date and fund selected	• Available to owners age 80 or younger • Must be elected at contract issue • Withdrawals will proportionately reduce the benefit, which means your benefit could be reduced by more than the dollar amount of your withdrawals. Such reductions could be significant • The rider ends when the Waiting Period expires • Limitations on additional purchase payments • Subject to Investment Allocation restrictions • Elective Step ups restart the Waiting Period

Benefits in Case of Death — Standard Death Benefit

We will pay the death benefit to your beneficiary upon your death if you die before the settlement date while this contract is in force. If a contract has more than one person as the owner, we will pay benefits upon the first to die of any owner.

We will pay the beneficiary in a single sum unless the beneficiary elects to receive payouts under a payout plan available under this contract and:

- the beneficiary elects in writing, and payouts begin, no later than one year following the year of your death; and
- the payout period does not extend beyond December 31 of the 10th year following your death or the applicable life expectancy for an eligible designated beneficiary.
- **S a N a:** If a beneficiary elects an alternative payment plan which is an inherited IRA, all optional death benefits and living benefits will terminate. The beneficiary must submit the applicable investment options form. No additional purchase payments will be accepted. The death benefit payable on the death of the beneficiary is the greater of the contract value and the Full Surrender Value; the mortality and expense risk fee will be the same as is applicable to the Standard Death Benefit.
- **A a a:** If you elect an annuity payout plan, the payouts to your beneficiary may continue depending on the annuity payout plan you elect, subject to adjustment to comply with the IRS rules and regulations.

HOW WE HANDLE CONTRACTS UNDER UNCLAIMED PROPERTY LAWS

Every state has unclaimed property laws which generally declare annuity contracts to be abandoned after a period of inactivity of one to five years from either 1) the contract's maturity date (the latest day on which income payments may begin under the contract) or 2) the date the death benefit is due and payable. If a contract matures or we determine a death benefit is payable, we will use our best efforts to locate you or designated beneficiaries. If we are unable to locate you or a beneficiary, proceeds will be paid to the abandoned property division or unclaimed property office of the state in which the beneficiary or you last resided, as shown in our books and records, or to our state of domicile. Generally, this surrender of property to the state is commonly referred to as "escheatment". To avoid escheatment, and ensure an effective process for your beneficiaries, it is important that your personal address and beneficiary designations are up to date, including complete names, date of birth, current addresses and phone numbers, and taxpayer identification numbers for each beneficiary. Updates to your address or beneficiary designations should be sent to our Service Center.

Escheatment may also be required by law if a known beneficiary fails to demand or present an instrument or document to claim the death benefit in a timely manner, creating a presumption of abandonment. If your beneficiary steps forward (with the proper documentation) to claim escheated annuity proceeds, the state is obligated to pay any such proceeds it is holding.

For nonqualified deferred annuities, non-spousal death benefits are generally required to be distributed and taxed within five years from the date of death of the owner.

Optional Benefits

The assets held in our general account support the guarantees under your contract, including optional death benefits and optional living benefits. To the extent that we are required to pay you amounts in addition to your contract value under these benefits, such amounts will come from our general account assets. You should be aware that our general account is exposed to the risks normally associated with a portfolio of fixed-income securities, including interest rate, option, liquidity and credit risk. You should also be aware that we issue other types of insurance and financial products as well, and we also pay our obligations under these products from assets in our general account. Our general account is not segregated or insulated from the claims of our creditors. The financial statements contained in the SAI include a further discussion of the risks inherent within the investments of the general account.

Optional Death Benefits

Return of Purchase Payments Death Benefit (ROPP)

The ROPP is intended to provide additional death benefit protection in the event of fluctuating fund values. This is an optional benefit that you may select for an additional annual charge (see "Charges"). If you die before annuity payouts begin while this contract is in force, we will pay the beneficiary the greater of:

For an example, see Appendix C.

I [illegible], your spouse may choose to continue the contract as the contract owner. The contract value will be equal to the death benefit that would otherwise have been paid under the 5-Year MAV. To do this your spouse must on the date our death claim requirements are fulfilled, give us written instructions to keep the contract in force. If your spouse has reached age 76 at the time he or she elects to continue the contract, the 5-Year MAV rider will terminate. If your spouse has not yet reached age 76 at the time he or she elects to continue the contract, he or she may choose to continue the 5-Year MAV rider. In this case, the rider charges described in “Charges” will be assessed at the next contract anniversary (and all future anniversaries when the rider is in force). These charges will be based on the total contract value on the anniversary, including the additional amounts paid into the contract under the 5-Year MAV rider. If your spouse has not yet reached age 76 at the time he or she elects to continue the contract and if he or she chooses not to continue the 5-Year MAV rider, the contract value will be increased to the 5-Year MAV death benefit amount if it is greater than the contract value on the death benefit valuation date.

W [illegible]

Optional Living Benefits

[illegible] Rider

T ***SecureSource Flex*** **[illegible] RAVA 4 A [illegible]**

This is an optional benefit that you can add to your contract for an additional charge. The benefit is intended to provide to you, after the waiting period, a specified withdrawal amount annually for life, even if your contract value is zero, subject to the terms and provisions described in this section. The [illegible] rider may be appropriate for you if you intend to make periodic withdrawals from your annuity contract and wish to ensure that market performance will not adversely affect your ability to withdraw your principal over time. This benefit is intended for assets you plan to hold and let accumulate for at least three years. If you take any withdrawals during the 3-year waiting period, your benefits will be set to zero until the end of the waiting period when they will be re-established based on your contract value at that time.

There are two optional [illegible] riders available under your contract:

- [illegible] — Single Life; or
- [illegible] — Joint Life.

The information in this section applies to both Secure Source Flex riders, unless otherwise noted. For the purpose of this rider, the term “withdrawal” is equal to the term “surrender” in the contract or any other riders. Withdrawals will adjust contract values and benefits in the same manner as surrenders.

The [illegible] — Single Life rider covers one person. The [illegible] — Joint Life Rider covers two spouses jointly who are named at contract issue. You may elect only the [illegible] — Single Life rider or the [illegible] — Joint Life rider, not both, and you may not switch riders later. You must elect the rider when you purchase your contract. The rider effective date will be the contract issue date.

The [illegible] rider is an optional benefit that you may select, for an additional annual charge if:

- you purchase your contract on or after Nov. 9, 2009; and
- ***Single Life:*** you are 80 or younger on the date the contract is issued or if an owner is a non-natural person, then the annuitant is age 80 or younger; or
- ***Joint Life:*** you and your spouse are 80 or younger on the date the contract is issued.

The [illegible] riders are not available under an inherited qualified annuity.

The [illegible] rider guarantees that after the waiting period, regardless of the investment performance of your contract, you will be able to withdraw up to a certain amount each year from the contract before the annuity payouts begin until:

- ***Single Life:*** until death (see “At Death” heading below) or until the depletion of the basic benefit.
- ***Joint Life:*** until the death of the last surviving covered spouse (see “Joint Life only: Covered Spouses“anYh0(se0(benJ/F41J-10

A a L Pa A a A (ALPAA): the age at which the lifetime benefit is established.

G a a B A (GBA): the total cumulative withdrawals guaranteed by the rider under the basic benefit. The maximum GBA is $5,000,000. The GBA cannot be withdrawn or annuitized and is not payable as a death benefit. It is an interim value used to calculate the amount available for withdrawals each year after the waiting period under the basic benefit (see "Guaranteed Benefit Payment" below). At any time, the total GBA is the sum of the individual GBAs associated with each purchase payment.

G a a B Pa (GBP): the basic benefit amount available each contract year after the waiting period until the RBA is reduced to zero. After the waiting period the annual withdrawal amount guaranteed by the rider can vary each contract year.

R a A a L Pa (RALP): as you make withdrawals during a contract year, the remaining amount that the rider guarantees will be available for withdrawal that year is reduced. The RALP is the lifetime benefit amount that can be withdrawn during the remainder of the current contract year.

R a B A (RBA): each withdrawal you make reduces the amount that is guaranteed by the rider for future withdrawals. At any point in time, the RBA equals the amount of GBA that remains available for withdrawals for the remainder of the contract's life, and total RBA is the sum of the individual RBAs associated with each purchase payment. The maximum RBA is $5,000,000.

R a B Pa (RBP): as you make withdrawals during a contract year, the remaining amount that the applicable surrender charge. We pay you the amount you request. Any withdrawals you take under the contract will reduce the value of the death benefits (see “Benefits in Case of Death”). Upon full withdrawal, you will receive the remaining contract value less any applicable charges (see “Making the Most of Your Contract — Surrenders”).

Subject to conditions and limitations, an annual step-up can increase the basic benefit amount and the lifetime benefit amount, if your contract value has increased on a rider anniversary. Any amount we pay in excess of your contract value is subject to our financial strength and claims-paying ability.

The values associated with the basic benefit are GBA, RBA, GBP and RBP. The values associated with the lifetime benefit are ALP and RALP. ALP and GBP are similar in that they are the annual withdrawal amount for each benefit after the waiting period. RALP and RBP are similar in that they are the remaining amount that can be withdrawn during the current contract year for each benefit.

IMPORTANT *SECURESOURCE FLEX* RIDER CONSIDERATIONS

You should consider whether a [illegible] rider is appropriate for you taking into account the following considerations:

You will begin paying the rider charge as of the rider effective date, even if you do not begin taking withdrawals for many years. It is possible that your contract performance, fees and charges, and withdrawal pattern may be such that your contract value will not be depleted in your lifetime and you will not receive any monetary value under the rider.

- **[illegible]:** The lifetime benefit is subject to certain limitations, including but not limited to:
  - (a) ***Single Life:*** Once the contract value equals zero, payments are made for as long as the covered person is living (see “If Contract Value Reduces to Zero” heading below). However, if the contract value is greater than zero, the lifetime benefit terminates at the first death of any owner even if the covered person is still living (see “At Death” heading below). Therefore, if there are multiple contract owners, the lifetime benefit will terminate when one of the contract owners dies even though other contract owners are still living

    [illegible]: Once the contract value equals zero, payments are made for as long as either covered spouse is living (see “If Contract Value Reduces to Zero” heading below). However, if the contract value is greater than zero, the lifetime benefit terminates at the death of the last surviving covered spouse (see “At Death” heading below).
  - (b) Excess withdrawals can reduce the ALP to zero even though the GBA, RBA, GBP and/or RBP values are greater than zero. If both the ALP and the contract value are zero, the lifetime benefit will terminate.
  - (c) When the lifetime benefit is first established the initial ALP is based on the basic benefit’s RBA at that time (see “Annual Lifetime Payment (ALP)” heading below). Any withdrawal you take before the ALP is established reduces the RBA and therefore may result in a lower amount of lifetime withdrawals you are allowed to take.
  - (d) Withdrawals can reduce both the contract value and the RBA to zero prior to the establishment of the ALP. If this happens, the contract and the rider will terminate.
- **[illegible]:** Please consider carefully when you start taking withdrawals from this rider. If you take any withdrawals during the 3-year waiting period, your benefits will be set to zero until the end of the waiting period when they will be re-established based on your contract value at that time. The first withdrawal request within the 3-year waiting period must be submitted in writing. Also, after the waiting period if you withdraw more than the allowed withdrawal amount in a contract year (“excess withdrawal”), the guaranteed amounts under the rider may be reduced.
- **[illegible]:** You must be invested in one of the approved investment options. These funds are expected to reduce our financial risks and expenses associated with certain living benefits. Although the funds’ investment strategies may help mitigate declines in your contract value due to declining equity markets, the funds’ investment strategies may also curb your contract value gains during periods of positive performance by the equity markets. Additionally, investment in the funds may decrease the number and amount of any benefit base increase opportunities. (See “Principal Risks of Investing in the Funds: Managed Volatility Fund Risk” section.) We reserve the right to add, remove or substitute approved investment options at any time and in our sole discretion in the future. This requirement limits your choice of investments. This means you will not be able to allocate contract value to all of the subaccounts or the regular fixed account that are available under the contract to contract owners who do not elect the rider. (See “Making the Most of Your Contract — Portfolio Navigator Program and Portfolio Stabilizer Funds.”) You may allocate purchase payments to the Special DCA fixed account, when available, and we will make monthly transfers into the investment option you have chosen. You may make two elective investment option changes per contract year; we reserve the right to limit investment option changes if required to comply with the written instructions of a fund (see “Market Timing”).

You can allocate your contract value to any available investment option during the following times: (1) prior to your first withdrawal and (2) following a benefit reset due to an investment option change as described below but prior to any subsequent withdrawal. During these accumulation phases, you may request to change your investment option to any available investment option.

Immediately following a withdrawal your contract value will be reallocated to the target investment option classification as shown in your contract if your current investment option is more aggressive than the target investment option classification. If you are in the static model portfolio, this reallocation will be made to the applicable fund of funds investment option. This automatic reallocation is not included in the total number of allowed investment option changes per contract year and will not cause your rider fee to increase. The target investment option classification is currently the Moderate investment option. We reserve the right to change the target investment option classification to an investment option that is more aggressive than the Moderate investment option after 30 days written notice.

After you have taken a withdrawal and prior to any benefit reset as described below, you are in a withdrawal phase. During withdrawal phases you may request to change your investment option to the target investment option or investment option that is more conservative than the Moderate investment option without a benefit reset as described below. If you are in a withdrawal phase and you choose to allocate your contract value to an investment option that is more aggressive than the target investment option, you will be in the accumulation phase again. If this is done after the waiting period, your rider benefit will be reset as follows:

(a) the total GBA will be reset to the contract value, if your contract value is less; and

(b) the total RBA will be reset to the contract value, if your contract value is less; and

(c) the ALP, if established, will be reset to your current ALP Percentage (either 6% or 5% as described under “GBP Percentage and ALP Percentage” heading below) times the contract value, if this amount is less than the current ALP; and

(d) the GBP will be recalculated as described below, based on the reset GBA and RBA; and

(e) the RBP will be recalculated as the reset GBP less all prior withdrawals taken during the current contract year, but not less than zero; and

(f) the RALP will be recalculated as the reset ALP less all prior withdrawals taken during the current contract year, but not less than zero; and

(g) the WAB will be reset as follows:

- if the ALP has not been established, the WAB will be equal to the reset GBA.
- if the ALP has been established, the WAB will be equal to the reset ALP, divided by the current ALP Percentage.

You may request to change your investment option by written request on an authorized form or by another method agreed to by us.

- **N -Ca a :** Once elected, the [illegible] rider may not be cancelled (except as provided under “Rider Termination” heading below) and the fee will continue to be deducted until the contract or rider is terminated or the contract value reduces to zero (described below).

  Dissolution of marriage does not terminate the [illegible] Joint Life rider and will not reduce the fee we charge for this rider. The benefit under the [illegible] Joint Life rider continues for the covered spouse who is the owner of the contract (or annuitant in the case of nonnatural ownership). The rider will terminate at the death of the contract owner (or annuitant in the case of nonnatural ownership) because the original covered spouse will be unable to elect the spousal continuation provision of the contract (see “Joint Life only: Covered Spouses” below).

- **J L : L C O , A a B a :** Since the joint life benefit will terminate unless the surviving covered spouse continues the contract under the spousal option to continue the contract upon the owner’s death provision, only ownership arrangements that permit such continuation, are allowed at rider issue. In general, the covered spouses should be joint owners, or one covered spouse should be the owner and the other covered spouse should be named as the sole primary beneficiary. You are responsible for establishing ownership arrangements that will allow for spousal continuation.

  If you select the [illegible] Joint Life rider, please consider carefully whether or not you wish to change the beneficiary of your annuity contract. The rider will terminate if the surviving covered spouse cannot utilize the spousal continuation provision of the contract when the death benefit is payable.

- **L P a Pa :** We limit the cumulative amount of purchase payments, which may limit your ability to make additional purchase payments to increase your contract value as you may have originally intended. For current purchase payment restrictions, please see “Buying Your Contract — Purchase Payments”.

- **I a T a F A (TFA) a :** The TFA is the amount you are allowed to withdraw from the contract in each contract year without incurring a surrender charge (see “Charges — Surrender Charge”). The TFA may be greater than the RBP or RALP under this rider. Any amount you withdraw under the contract’s TFA provision that exceeds the RBP or RALP is subject to the excess withdrawal processing described below for the GBA, RBA and ALP. Also, any amount you withdraw during the waiting period will set all benefits under the rider to zero until the end of the waiting period when they will be reestablished based on the contract value at that time.

You should consult your tax advisor before you select this optional rider if you have any questions about the use of the rider in your tax situation because:

- **Ta C [illegible] N a A [illegible]**: Under current federal income tax law, withdrawals under nonqualified annuities, including withdrawals taken from the contract under the terms of the rider, are treated less favorably than amounts received as annuity payments under the contract (see “Taxes — Nonqualified Annuities”). Withdrawals are taxable income to the extent of earnings. Withdrawals before age 59 ½ may also incur a 10% IRS early withdrawal penalty and may be considered taxable income. You should consult your tax advisor before you select this optional rider if you have any questions about the use of the rider in your tax situation
- **Ta C [illegible] Q a A [illegible]:** Qualified annuities have minimum distribution rules that govern the timing and amount of distributions from the annuity contract (see “Taxes — Qualified Annuities — Required Minimum Distributions”). If you have a qualified annuity, you may need to take an RMD during the waiting period and such withdrawals will set all benefits under the rider to zero until the end of the waiting period when they will be reestablished based on the contract value at that time. While the rider permits certain excess withdrawals to be taken after the waiting period for the purpose of satisfying RMD requirements for your contract alone without reducing future benefits guaranteed under the rider, there can be no guarantee that changes in the federal income tax law after the effective date of the rider will not require a larger RMD to be taken, in which case, future guaranteed withdrawals under the rider could be reduced. See Appendix F for additional information.
- **L [illegible] Ta -S [illegible] A [illegible] (TSA):** Your right to take withdrawals is restricted if your contract is a TSA (see “TSA — Special Provisions”).
- **T [illegible] N -S [illegible] a D [illegible]:** Unless you are married your beneficiary will be required to take distributions as a non-spouse which may result in significantly decreasing the value of the rider. Please note civil unions and domestic partnerships generally are not recognized as marriages for federal tax purposes. For additional information see “Taxes — Other — Spousal status” section of this prospectus.

BASIC BENEFIT DESCRIPTION

T GBA a RBA a [illegible] 9 [illegible] a a [illegible] $5,000,000, a [illegible] a [illegible]:

- *A [illegible]* — the GBA and RBA are equal to the initial purchase payment, plus any purchase payment credit.
- [illegible]

(b) is each payment's GBA before the withdrawal less that payment's RBA after the withdrawal.

RBA EXCESS WITHDRAWAL PROCESSING

The total RBA will automatically be reset to the lesser of (a) the contract value immediately following the withdrawal, or (b) the total RBA immediately prior to the withdrawal, less the amount of the withdrawal.

If there have been multiple purchase payments, both the total RBA and each payment's RBA will be reset. The total RBA will be reset according to the excess withdrawal processing described above. Each payment's RBA will be reset in the following manner:

1. The withdrawal amount up to the total RBP is taken out of each RBA bucket in proportion to its individual RBP at the time of the withdrawal; and
2. The withdrawal amount above the total RBP and any amount determined by the excess withdrawal processing are taken out of each RBA bucket in proportion to its RBA at the time of the withdrawal.

GBP P a a ALP P a : We use two percentages (6% and 5%) to calculate your GBP and ALP. The percentage used can vary as described below:

During the waiting period, 6% will be used to determine the amount payable to beneficiaries under the RBA payout option described below. After the waiting period, a comparison of your contract value and the WAB determines your GBP percentage and ALP percentage, unless the percentage is fixed as described below. On each valuation date, if the benefit determining percentage is less than the 20% adjustment threshold, then 6% is used in calculating your GBP and ALP; otherwise, 5% is used. Market volatility and returns and the deduction of fees could impact your benefit determining percentage. The benefit determining percentage is calculated as follows but will not be less than zero:

1 (a/)

a = contract value at the end of the prior valuation period

= WAB at the end of the prior valuation period

When the first withdrawal in a contract year is taken, the GBP percentage and ALP percentage will be set and fixed for the remainder of that contract year. Beginning on the next rider anniversary, the GBP percentage and ALP percentage can change on each valuation date as described above until a withdrawal is taken in that contract year.

Under certain limited situations, your GBP percentage and ALP percentage will not vary each contract year. They will be set at the earliest of (1), (2) or (3) below and remain fixed for as long as the benefit is payable:

(1) when the RBA payout option is elected, or

(2) if the ALP is established, when your contract value on a rider anniversary is less than two times the ALP (for the purpose of this calculation only, the ALP is determined using 5%; the ALP percentage used to determine your ALP going forward will be either 6% or 5%), or

(3) when the contract value reduces to zero.

For certain periods of time at our discretion and on a non-discriminatory basis, your GBP percentage and ALP percentage may be set by us to 6% if more favorable to you.

W a a A 9, Ba (WAB): One of the components used to determine GBP percentage and ALP percentage. The maximum WAB is $5,000,000. The WAB cannot be withdrawn or annuitized and is not payable as a death benefit,

T WAB , a a a , :

- *A r E D* — the WAB is set equal to the initial purchase payment, plus any purchase payment credit.
- *r m m* — before a withdrawal is taken in the waiting period and at any time after the waiting period, the WAB will be increased by the amount of each additional purchase payment, plus any purchase payment credit.
- *r* — if the first withdrawal is taken during the waiting period, the WAB will be set equal to zero until the end of the waiting period.

Whenever a withdrawal is taken after the waiting period, the WAB will be reduced by the amount in (A) unless the withdrawal is an excess withdrawal for the lifetime benefit (or the basic benefit if the ALP is not established) when it will be set equal to the amount in (B).

(A) The WAB is reduced by an amount as calculated below:

a where:

a = the amount the contract value is reduced by the withdrawal

= WAB on the date of (but prior to) the withdrawal

= the contract value on the date of (but prior to) the withdrawal.

(B) If the ALP is not established and the current withdrawal exceeds the RBP, the WAB will be reset to the GBA immediately following excess withdrawal processing.

If the ALP is established and the current withdrawal exceeds the RALP, the WAB will be reset to the ALP divided by the current ALP percentage (either 5% or 6% as described under "GBP Percentage and ALP Percentage" heading above). In this calculation, we use the ALP immediately following excess withdrawal processing.

- — unless you decline a rider fee increase, the WAB will be increased to the contract value on each rider anniversary, if the contract value is greater, except as follows:
  - (A) If a withdrawal is taken during the waiting period, the WAB will be increased to the contract value on each rider anniversary beginning at the end of the waiting period, if the contract value is greater.
  - (B) If you decline a rider fee increase and a withdrawal is taken during the waiting period, on the third anniversary the WAB will be reset to the lesser of (1) the GBA at the time of the first withdrawal, plus any additional purchase payments and any purchase payment credits since the time of the first withdrawal, minus all withdrawals, or (2) the contract value.
- — (See "Use of Portfolio Navigator Program Required," described above).

G a a B Pa (GBP): At any time, the amount available for withdrawal in each contract year after the waiting period, until the RBA is reduced to zero, under the basic benefit. After the waiting period the annual withdrawal amount guaranteed under the rider can vary each contract year. At any point in time, each payment's GBP is the lesser of (a) and (b) where (a) is the GBA for that payment multiplied by the current GBP percentage (either 5% or 6% as described under "GBP Percentage and ALP Percentage" heading above) and (b) is the RBA for that payment. The total GBP is the sum of the GBPs for each purchase payment.

R a B Pa (RBP): The amount available for withdrawal for the remainder of the contract year under the basic benefit. At any point in time, the total RBP is the sum of the RBPs for each purchase payment.

T RBP a a a :

- *D* — the RBP will be zero.
- *A B* — the RBP for each purchase payment is set equal to that purchase payment's GBP.
- — each additional purchase payment has its own RBP equal to the purchase payment, plus any purchase payment credit, multiplied by the GBP percentage.
- *A* — (see "Annual Step Up" heading below).
- *A* — (see "Spousal Option to Continue the Contract upon Owner's Death" heading below).
- — the total RBP is reset to equal the total RBP immediately prior to the withdrawal less the amount of the withdrawal, but not less than zero. If there have been multiple purchase payments, each payment's RBP is reduced proportionately. **I a a a a a RBP, GBA a a a RBA a a a a** and the amount available for future withdrawals for the remainder of the contract's life may be reduced by more than the amount of withdrawal. When determining if a withdrawal will result in the excess withdrawal processing, the applicable RBP will not yet reflect the amount of the current withdrawal.

LIFETIME BENEFIT DESCRIPTION

***Single Life only:* C P :** The person whose life is used to determine when the ALP is established, and the duration of the ALP payments (see "Annual Lifetime Payment (ALP)" heading below). The covered person is the oldest contract owner. If any owner is a nonnatural person, i.e., a trust or corporation, the covered person is the oldest annuitant.

***Joint Life only:* C S :** The contract owner and his or her legally married spouse as defined under federal law, as named on the application for as long as the marriage is valid and in effect. If any contract owner is a nonnatural person (e.g., a trust), the covered spouses are the annuitant and the legally married spouse of the annuitant. The covered spouses lives are used to determine when the ALP is established, and the duration of the ALP payments (see “Annual Lifetime Payment (ALP)” heading below). The covered spouses are established on the rider effective date and cannot be changed.

A a L Pa A a A (ALPAA):

- ***Single Life:*** The covered person’s age after which time the lifetime benefit can be established. Currently, the lifetime benefit can be established on the later of the contract effective date or the contract anniversary date on/following the date the covered person reaches age 65.
- ***Joint Life:*** The age of the younger covered spouse at which time the lifetime benefit is established.

A a L Pa (ALP): The ALP is the lifetime benefit amount available for withdrawals in each contract year after the waiting period until the later of:

- ***Single Life***: death; or
- ***Joint Life:*** death of the last surviving covered spouse; or
- the RBA is reduced to zero.

The maximum ALP is $300,000. Prior to establishment of the ALP, the lifetime benefit is not in effect and the ALP is zero.

T ALP a :

- ***Single Life:*** Initially the ALP is established on the earliest of the following dates:
  - (a) the rider effective date if the covered person has already reached age 65,
  - (b) the rider anniversary following the date the covered person reaches age 65,
    - – if during the waiting period and no prior withdrawal has been taken; or
    - – if after the waiting period.
  - (c) the rider anniversary following the end of the waiting period if the covered person is age 65 before the end of the waiting period and a prior withdrawal had been taken.

The ALP is established as the total RBA multiplied by the ALP percentage (either 5% or 6% as described under “GBP Percentage and ALP Percentage” heading above).

- ***Joint Life:*** Initially the ALP is established on the earliest of the following dates:
  - (a) the ride [illegible]

(a) During the waiting period, the ALP, if established, will be set equal to zero until the end of the waiting period.

(b) After the waiting period, if the amount withdrawn is:

(i) less than or equal to the RALP, the ALP is unchanged.

(ii) greater than the RALP, **ALP [illegible]** will occur.

If you withdraw less than the ALP in a contract year, there is no carry over to the next contract year.

- *[illegible]* — If you took a withdrawal during the waiting period, the ALP is set equal to the contract value multiplied by the ALP percentage if the covered person has reached age 65 (Joint Life: younger covered spouse has reached age 67).
- *A[illegible]* — (see “Annual Step-up” heading below).
- *A[illegible]* — (see “Spousal Option to Continue the Contract upon Owner’s Death” heading below).
- *[illegible]* — (see “Use of Portfolio Navigator Program Required,” heading above).

ALP EXCESS WITHDRAWAL PROCESSING

The ALP is reset to the lesser of the ALP immediately prior to the withdrawal, or the ALP percentage (either 5% or 6% as described under “GBP Percentage and ALP Percentage” heading above) multiplied by the contract value immediately following the withdrawal.

R[illegible] A[illegible] L[illegible] Pa[illegible] (RALP):

A a S - : Beginning with the first contract anniversary, an increase of the benefit values may be available. A step-up does not create contract value, guarantee the performance of any investment option, or provide a benefit that can be withdrawn in a lump sum or paid upon death. Rather, a step-up determines the current values of the GBA, RBA, GBP, RBP, ALP and RALP, and may extend the payment period or increase the allowable payment. If there have been multiple payments and the GBA increases due to the step-up, the individual GBAs, RBAs, GBPs, and RBPs will be combined.

The annual step-up may be available as described below, subject to the maximum GBA, RBA and ALP and subject to the following rules:

- You have not declined a rider fee increase.
- If you take any withdrawals during the waiting period the annual step-up will not be available until the rider anniversary following the end of the waiting period.
- On any rider anniversary where your contract value is greater than the RBA or, your contract value multiplied by the ALP Percentage (either 5% or 6% as described under “GBP Percentage and ALP Percentage” heading above) is greater than the ALP, if established, the annual step-up will be applied to your contract on the rider anniversary.
- The ALP and RALP are not eligible for step-ups until they are established. Prior to being established, the ALP and RALP values are both zero.
- Please note it is possible for the ALP to step-up even if the RBA or GBA do not step-up, and it is also possible for the RBA and GBA to step-up even if the ALP does not step-up.

The annual step-up resets the GBA, RBA, GBP, RBP, ALP and RALP values as follows:

- The total RBA will be increased to the contract value on the rider anniversary, if the contract value is greater.
- The total GBA will be increased to the contract value on the rider anniversary, if the contract value is greater.
- The total GBP will be reset using the calculation as described above based on the increased GBA and RBA.
- The total RBP will be reset as follows:
  - (a) During the waiting period, the RBP will not be affected by the step-up.
  - (b) After the waiting period, the RBP will be reset to the increased GBP.
- The ALP will be increased to the contract value on the rider anniversary multiplied by the ALP percentage (either 5% or 6% as described under “GBP Percentage and ALP Percentage” heading above), if greater than the current ALP.
- The RALP will be reset as follows:
  - (a) During the waiting period, the RALP will not be affected by the step-up.
  - (b) After the waiting period, the RALP will be reset to the increased ALP.

S a O C C a O D a (a a):
Single Life: If a surviving spouse elects to continue the contract and continues the contract as the new owner under the spousal continuation provision of the contract, the Single Life rider terminates.

Joint Life: If a surviving spouse is a covered spouse and elects the spousal continuation provision of the contract as the new owner, the Joint Life rider also continues. The surviving covered spouse can name a new beneficiary; however, a new covered spouse cannot be added to the rider.

At the time of spousal continuation, a step-up may be available. If you decline a rider fee increase or the spousal continuation occurs during the waiting period and a withdrawal was taken, a step up is not available. All annual step-up rules (see “Annual Step-Up” heading above) also apply to the spousal continuation step-up except that a) the RBP will be calculated as the GBP after the step-up less all prior withdrawals taken during the current contract year, but not less than zero, and b) the RALP will be calculated as the ALP after the step-up less all prior withdrawals taken during the current contract year, but not less than zero. The spousal continuation step-up is processed on the valuation date spousal continuation is effective.

R W a a P Y C a : Minimum account values following a withdrawal no longer apply to your contract. For withdrawals, the withdrawal will be taken from the variable subaccounts and the regular fixed account (if applicable) in the same proportion as your interest in each bears to the contract value less amounts in any Special DCA fixed account. You cannot specify from which accounts the withdrawal is to be taken.

I C a Va R Z : If the contract value reduces to zero, you will be paid in the following scenarios:

1) The ALP has not yet been established, the total RBA is greater than zero and the contract value is reduced to zero

(b) ***Single Life:*** wait until the rider anniversary following the date the covered person reaches age 65, and then receive the ALP annually until the latter of (i) the death of the covered person, or (ii) the RBA is reduced to zero.

Joint Life: wait until the rider anniversary following the date the younger covered spouse reaches age 67, and then receive the ALP annually until the latter of (i) the death of the last surviving covered spouse, or (ii) the RBA is reduced to zero.

We will notify you of this option. If no election is made, the ALP will be paid.

2) The ALP has been established, the total RBA is greater than zero and the contract value reduces to zero as a result of fees or charges, or a withdrawal that is less than or equal to both the RBP and the RALP. In this scenario, you can choose to receive:

(a) the remaining schedule of GBPs until the RBA equals zero; or

(b) ***Single Life:*** the ALP annually until the latter of (i) the death of the covered person, or (ii) the RBA is reduced to zero.

Joint Life: the ALP annually until the latter of (i) the death of the last surviving covered spouse, or (ii) the RBA is reduced to zero.

We will notify you of this option. If no election is made, the ALP will be paid.

3) The ALP has been established and the contract value falls to zero as a result of a withdrawal that is greater than the RALP but less than or equal to the RBP. In this scenario, the remaining schedule of GBPs will be paid until the RBA equals zero.

4) The ALP has been established and the contract value falls to zero as a result of a withdrawal that is greater than the RBP but less than or equal to the RALP. In this scenario, the ALP will be paid annually until the death of the:

- ***Single Life:*** covered person;
- ***Joint Life:*** last surviving covered spouse.

Under any of these scenarios:

- The annualized amounts will be paid to you in monthly installments. If the monthly payment is less than $100, we have the right to change the frequency but no less frequent than annually;
- We will no longer accept additional purchase payments;
- You will no longer be charged for the rider;
- Any attached death benefit riders will terminate;
- In determining the remaining schedule of GBPs, the current GBP is fixed for as long as payments are made.
- ***Single Life:*** The death benefit becomes the remaining payments, if any, until the RBA is reduced to zero; and
- ***Joint Life:*** If the owner had been receiving the ALP, upon the first death the ALP will continue to be paid annually until the later of: 1) the death of the last surviving covered spouse or 2) the RBA is reduced to zero. In all other situations the death benefit becomes the remaining payments, if any, until the RBA is reduced to zero.

The [illegible] rider and the contract will terminate under either of the following two scenarios:

- If the ALP is established and the RBA is zero, and if the contract value falls to zero as a result of a withdrawal that is greater than the RALP. This is full withdrawal of the contract value.
- If the ALP is not established and the RBA is zero, and if the contract value falls to zero as a result of fees, charges or a withdrawal.

A D a :

Single Life: If the contract is jointly owned and an owner dies when the contract value is greater than zero, the lifetime benefit for the covered person will cease even if the covered person is still living.

If the contract value is greater than zero when the death benefit becomes payable, the beneficiary may: 1) elect to take the death benefit under the terms of the contract, 2) take the RBA payout option available under this rider, or 3) continue the contract under the spousal continuation provision of the contract which terminates the rider.

If the contract value equals zero and the death benefit becomes payable, the following will occur:

- If the RBA is greater than zero and the owner has been receiving the GBP each year, the GBP will continue to be paid to the beneficiary until the RBA equals zero.
- If the covered person dies and the RBA is greater than zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the RBA equals zero.
- If the covered person is still alive and the RBA is greater than zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the later of the death of the covered person or the RBA equals zero.

- If the covered person is still alive and the RBA equals zero and the owner has been receiving the ALP each year, the ALP will continue to be paid to the beneficiary until the death of the covered person.
- If the covered person dies and the RBA equals zero, the benefit terminates. No further payments will be made.

Joint Life: If the death benefit becomes payable at the death of a covered spouse, the surviving covered spouse must utilize the spousal continuation provision of the contract and continue the contract as the new owner to continue the

(b) a covered spouse does not use the spousal continuation provision of the contract to continue the contract.

4. Annuity payouts under an annuity payout plan will terminate the rider.
5. You may terminate the rider if your annual rider fee after any fee increase is more than 0.25 percentage points higher than your fee before the increase (See “Charges — r r E rider fee”).
6. When the RBA and contract value are zero and either the ALP is not established or an excess withdrawal of the RALP is taken, the rider will terminate.
7. Termination of the contract for any reason will terminate the rider.

Guaranteed Minimum Accumulation Benefit (Accumulation Benefit) Rider

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The Accumulation Benefit rider is an optional benefit that you may select for an additional charge. It is available for nonqualified annuities and qualified annuities. The Accumulation Benefit rider specifies a waiting period that ends on the benefit date. The Accumulation Benefit rider provides a one-time adjustment to your contract value on the benefit date if your contract value is less than the Minimum Contract Accumulation Value (defined below) on that benefit date. On the benefit date, if the contract value is equal to or greater than the Minimum Contract Accumulation Value, as determined under the Accumulation Benefit rider, the Accumulation Benefit rider ends without value and no benefit is payable.

If the contract value falls to zero as the result of adverse market performance or the deduction of fees and/or charges at any time during the waiting period and before the benefit date, the contract and all riders, including the Accumulation Benefit rider will terminate without value and no benefits will be paid. Exception: if you are still living on the benefit date, we will pay you an amount equal to the Minimum Contract Accumulation Value as determined under the Accumulation Benefit rider on the valuation date your contract value reached zero.

If you are (or if the owner is a non-natural person, then the annuitant) is 80 or younger at contract issue, you may elect the Accumulation Benefit rider at the time you purchase your contract and the rider effective date will be the contract issue date. The Accumulation Benefit rider may not be terminated once you have elected it except as described in the “Terminating the Rider” section below. An additional charge for the Accumulation Benefit rider will be assessed annually during the waiting period. The Accumulation Benefit rider may not be purchased with the optional r r E rider. The rider ends when the waiting period expires, no further benefit will be payable, and no further charges for the rider will be deducted. After the waiting period, you have the following options:

- Continue your contract;
- Take partial surrenders or make a full surrender; or
- Annuitize your contract.

You should consider whether an Accumulation Benefit rider is appropriate for you because:

- you must be invested in one of the approved investment options. This requirement limits your choice of investments. This means you will not be able to allocate contract value to all of the subaccounts or the regular fixed account that are available under the contract to other contract owners who do not elect this rider. You may allocate qualifying purchase payments and applicable purchase payment credits to the Special DCA fixed account, when available (see “The Special DCA Fixed Account”), and we will make monthly transfers into the investment option you have chosen. (See “Making the Most of Your Contract — Portfolio Navigator Program and Portfolio Stabilizer Funds”);
- you may not make additional purchase payments to your contract during the waiting period after the first 180 days immediately following the effective date of the Accumulation Benefit rider. Some exceptions apply (see “Additional Purchase Payments with Elective Step-up” below);
- if you purchase this contract as a qualified annuity, for example, an IRA, you may need to take partial surrenders from your contract to satisfy the RMDs under the Code. Partial surrenders, including those used to satisfy RMDs, will reduce any potential benefit that the Accumulation Benefit rider provides. You should consult your tax advisor if you have any questions about the use of this rider in your tax situation;
- if you think you may surrender all of your contract value before you have held your contract with this benefit rider attached for 10 years, or you are considering selecting an annuity payout option within 10 years of the effective date of your contract, you should consider whether this optional benefit is right for you. You must hold the contract a minimum of 10 years from the effective date of the Accumulation Benefit rider, which is the length of the waiting period under the Accumulation Benefit rider, in order to receive the benefit, if any, provided by the Accumulation Benefit rider. In some cases, as described below, you may need to hold the contract longer than 10 years in order to qualify for any benefit the Accumulation Benefit rider may provide;
- the 10 year waiting period under the Accumulation Benefit rider will restart if you exercise the elective step-up option (described below) or your surviving spouse exercises the spousal continuation elective step-up (described below); and

- the 10 year waiting period under the Accumulation Benefit rider may be restarted if you elect to change your PN program investment option to one that causes the Accumulation Benefit rider charge to increase (see “Charges”).

Be sure to discuss with your financial advisor whether an Accumulation Benefit rider is appropriate for your situation.

[illegible] Accumulation Benefit rider:

Benefit Date: This is the first valuation date immediately following the expiration of the waiting period.

Minimum Contract Accumulation Value (MCAV): An amount calculated under the Accumulation Benefit rider. The contract value will be increased to equal the MCAV on the benefit date if the contract value on the benefit date is less than the MCAV on the benefit date.

Adjustment for Partial Surrenders: The adjustment made for each partial surrender from the contract is equal to the amount derived from multiplying (a) and (b) where:

(a) is 1 minus the ratio of the contract value on the date of (but immediately after) the partial surrender to the contract value on the date of (but immediately prior to) the partial surrender; and

(b) is the MCAV on the date of (but immediately prior to) the partial surrender.

Waiting Period: The waiting period for the rider is 10 years.

We reserve the right to restart the waiting period on the latest contract anniversary if you change your investment option after we have exercised our rights to increase the rider fee.

Your initial MCAV is equal to your initial purchase payment and any purchase payment credit. It is increased by the amount of any subsequent purchase payments and purchase payment credits received within the first 180 days that the rider is effective. It is reduced by any adjustments for partial surrenders made during the waiting period.

Automatic Step-Up

On each contract anniversary after the effective date of the rider, the MCAV will be set to the greater of:

1. 80% of the contract value on the contract anniversary; or
2. the MCAV immediately prior to the automatic step-up.

The automatic step-up does not create contract value, guarantee the performance of any investment option, or provide a benefit that can be surrendered or paid upon death. Rather, the Automatic Step-up is an interim calculation used to arrive at the final MCAV, which is used to determine whether a benefit will be paid under the rider on the benefit date.

The automatic step-up of the MCAV does not restart the waiting period or increase the fee (although the total fee for the rider may increase).

Elective Step-Up Option

Within thirty days following each contract anniversary after the rider effective date, but prior to the benefit date, you may notify us in writing that you wish to exercise the annual elective step-up option. You may exercise this elective step-up option only once per contract year during this 30 day period. If your contract value on the valuation date we receive your written request to step-up is greater than the MCAV on that date, your MCAV will increase to 100% of that contract value.

We may increase the fee for your rider (see “Charges — Accumulation Benefit Rider Charge”). The revised fee would apply to your rider if you exercise the annual elective step-up, your MCAV is increased as a result, and the revised fee is higher than your annual rider fee before the elective step-up. Elective step-ups will also result in a restart of the waiting period as of the most recent contract anniversary.

The elective step-up does not create contract value, guarantee the performance of any investment option or provide any benefit that can be surrendered or paid upon death. Rather the elective step-up is an interim calculation used to arrive at the final MCAV, which is used to determine whether a benefit will be paid under the rider on the benefit date.

The elective step-up option is not available to non-spouse beneficiaries that continue the contract during the waiting period. The elective step-up is not available if the benefit date would be after the settlement date (see the Settlement Date section for settlement date options)

We have the right to restrict the elective step-up option on inherited IRAs, but we currently allow them. Please consider carefully if an elective step-up is appropriate if you own an inherited IRA because the elective step-up will restart the waiting period and the required minimum distributions for an inherited IRA may significantly decrease the future benefit

A a P a Pa A a E S -

If your MCAV is increased as a result of Elective Step-up, you have 180 days from the latest contract anniversary to make additional purchase payments, if allowed under the base contract. The MCAV will include the amount of any additional purchase payments and purchase payment credits (if applicable) received during this period.

S a C a

If a spouse chooses to continue the contract under the spousal continuation provision, the rider will continue as part of the contract. Once, within the thirty days following the date of spousal continuation, the spouse may choose to exercise an elective step-up. The spousal continuation elective step-up is in addition to the annual elective step-up. If the contract value on the valuation date we receive the written request to exercise this option is greater than the MCAV on that date, we will increase the MCAV to that contract value. If the MCAV is increased as a result of the elective step-up and we have increased the fee for the Accumulation Benefit rider, the spouse will pay the charge based on the fee that is in effect on the valuation date we receive their written request to step-up for the entire contract year. In addition, the

Federal tax law permits taxpayers to annuitize a portion of their nonqualified annuity while leaving the remaining balance to continue to grow tax-deferred. Under the partial annuitization rules, the portion annuitized must be received as an annuity for a period of 10 years or more, or for the lives of one or more individuals. If this requirement is met, the annuitized portion and the tax-deferred balance will generally be treated as two separate contracts for income tax purposes only. If a contract is partially annuitized, the investment in the contract is allocated between the deferred and the annuitized portions on a pro rata basis.

Surrenders: Generally, if you surrender all or part of your nonqualified annuity before your annuity payouts begin, including surrenders under any optional withdrawal benefit rider, your surrender will be taxed to the extent that the contract value immediately before the surrender exceeds the investment in the contract. Application of surrender charges may alter the manner in which we tax report the surrender. Different rules may apply if you exchange another contract into this contract.

You also may have to pay a 10% IRS penalty for surrenders of taxable income you make before reaching age 59½ unless certain exceptions apply.

Withholding: If you receive taxable income as a result of an annuity payout or surrender, including surrenders under any optional withdrawal benefit rider, we may deduct federal, and in some cases state withholding against the payment. Any withholding represents a prepayment of your income tax due for the year. You take credit for these amounts on your annual income tax return. As long as you have provided us with a valid Social Security Number or Taxpayer Identification Number, and you have a valid U.S. address, you may be able to elect not to have federal income tax withholding occur.

If the payment is part of an annuity payout plan, we generally compute the amount of federal income tax withholding using payroll tables. You may complete our Form W-4P to use in calculating the withholding if you want withholding other than the default (single filing status with no adjustments). If the distribution is any other type of payment (such as partial or full surrender) we compute federal income tax withholding using 10% of the taxable portion unless you elect a different percentage via our Form W-4R or another acceptable method.

The federal income tax withholding requirements differ if we deliver payment outside the United States or you are a non-resident alien.

Some states also may impose income tax withholding requirements similar to the federal withholding described above or may allow you to elect withholding. If this should be the case, we may deduct state income tax withholding from the payment.

Federal and state tax withholding rules are subject to change. Annuity payouts and surrenders are subject to the tax withholding rules in effect at the time that they are made, which may differ from the rules described above.

Death benefits to beneficiaries: The death benefit under a nonqualified contract is not exempt from estate (federal or state) taxes. In addition, for income tax purposes, any amount your beneficiary receives that exceeds the remaining investment in the contract is taxable as ordinary income to the beneficiary in the year he or she receives the payments. (See "Benefits in Case of Death — If You Die Before the Settlement Date").

Net Investment Income Tax: Certain investment income of high-income individuals (as well as estates and trusts) is subject to a 3.8% net investment income tax (as an addition to income taxes). For individuals, the 3.8% tax applies to the *lesser* of (1) the amount by which the taxpayer's modified adjusted gross income exceeds $200,000 ($250,000 for married filing jointly and surviving spouses; $125,000 for married filing separately) or (2) the taxpayer's "net investment income." Net investment income includes taxable income from nonqualified annuities. Annuity holders are advised to consult their tax advisor regarding the possible implications of this additional tax.

Annuities owned by corporations, partnerships or trusts: For nonqualified annuities, any annual increase in the value of annuities held by such entities (nonnatural persons) generally will be treated as ordinary income received during that year. However, if the trust was set up for the benefit of a natural person(s) only, the income may generally remain tax-deferred until surrendered or paid out.

Penalties: If you receive amounts from your nonqualified annuity before reaching age 59½, you may have to pay a 10% IRS penalty on the amount includable in your ordinary income. However, this penalty will not apply to any amount received:

- because of your death or in the event of nonnatural ownership, the death of the annuitant;
- because you become disabled (as defined in the Code);
- if the distribution is part of a series of substantially equal periodic payments, made at least annually, over your life or life expectancy (or joint lives or life expectancies of you and your beneficiary);
- if it is allocable to an investment before Aug. 14, 1982; or
- if annuity payouts are made under immediate annuities as defined by the Code.

Ta , - - : Generally, if you transfer ownership of a nonqualified annuity without receiving adequate consideration, the transfer may be taxed as a surrender for federal income tax purposes. If the transfer is a currently taxable event for income tax purposes, the original owner will be taxed on the amount of deferred earnings at the time of the transfer and also may be subject to the 10% IRS penalty discussed earlier. In this case, the new owner's investment in the contract will be equal to the investment in the contract at the time of the transfer plus any earnings included in the original owner's taxable income as a result of the transfer. In general, this rule does not apply to transfers between spouses or former spouses. Similar rules apply if you transfer ownership for a full consideration. Please consult your tax advisor for further details.

1035 E a , - a - a , : Section 1035 of the Code permits nontaxable exchanges of certain insurance policies, endowment contracts, annuity contracts and qualified long-term care insurance products, while providing for continued tax deferral of earnings. In addition, Section 1035 permits the carryover of the investment in the contract from the old policy or contract to the new policy or contract. In a 1035 exchange one policy or contract is exchanged for another policy or contract. The following can qualify as nontaxable exchanges: (1) the exchange of a life insurance policy for another life insurance policy or for an endowment, annuity or qualified long-term care insurance contract, (2) the exchange of an endowment contract for an annuity or qualified long-term care insurance contract, or for an endowment contract under which payments will begin no later than payments would have begun under the contract exchanged, (3) the exchange of an annuity contract for another annuity contract or for a qualified long-term care insurance contract, and (4) the exchange of a qualified long-term care insurance contract for a qualified long-term care insurance contract. However, if the life insurance policy has an outstanding loan, there may be tax consequences. Additionally, other tax rules apply. Depending on the issue date of your original policy or contract, there may be tax or other benefits that are given up to gain the benefits of the new policy or contract. Consider whether the features and benefits of the new policy or contract outweigh any tax or other benefits of the old contract.

For a partial exchange of an annuity contract for another annuity contract, the 1035 exchange is generally tax-free. The investment in the original contract and the earnings on the contract will be allocated proportionately between the

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used to fund a retirement plan and you or your employer have contributed after-tax dollars; or (4) the contract is used to fund a retirement plan and you direct such surrender to be directly rolled over to another eligible retirement plan such as an IRA.

S R IRA : In general, the entire payout from a Roth IRA can be free from income and penalty taxes if you have attained age 59½ and meet the five year holding period or another qualifying event such as death or disability.

R M D : Retirement plans (except for Roth IRAs) are subject to required surrenders called required minimum distributions (“RMDs”) beginning at age 73. RMDs are based on the fair market value of your contract at year-end divided by the life expectancy factor. Certain death benefits and optional riders may be considered in determining the fair market value of your contract for RMD purposes. This may cause your RMD to be higher. You should consult your tax advisor prior to making a purchase for an explanation of the potential tax implications to you. Inherited IRAs (including inherited Roth IRAs) are subject to special required minimum distribution rules.

W IRA , S IRA , R IRA , SEP a SIMPLE IRA : If you receive taxable income as a result of an annuity payout or a surrender, including surrenders under any optional withdrawal benefit rider, we may deduct withholding against the payment. Any withholding represents a prepayment of your tax due for the year. You take credit for these amounts on your annual income tax return. As long as you have provided us with a valid Social Security Number or Taxpayer Identification Number, you can elect not to have any withholding o(SIMPLE)-00(paymer)-1(any)-300(w-300(v)0(a
ate8rsa3.9(editssubj300(aTmy0typ0(e)-3ta)a(esult)-30aot0i33y(you)-sD[15pb9()0*3.9(edu-300(t)-300(or)-30.)Tjvw)0(d)17[(W)Istetu

D a a : The entire death benefit generally is taxable as ordinary income to the beneficiary in the year he/she receives the payments from the qualified annuity. If you made non-deductible contributions to a traditional IRA, the portion of any distribution from the contract that represents after-tax contributions is not taxable as ordinary income to your beneficiary. Under current IRS requirements, you are responsible for keeping all records tracking your non-deductible contributions to an IRA. Death benefits under a Roth IRA generally are not taxable as ordinary income to the beneficiary if certain distribution requirements are met. (See "Benefits in Case of Death — If You Die Before the Settlement Date").

C a a : IRS regulations allow for rollovers of certain retirement plan distributions. In some circumstances, you may be able to have an intra-contract rollover, keeping the same features and conditions. If the annuity contract you have does not support an intra-contract rollover, you are able to request an IRS approved rollover to another annuity contract or other investment product that you choose. If you choose another annuity contract or investment product, you will be subject to new rules, including a new surrender charge schedule for an annuity contract, or other product rules as applicable.

A : You may not assign or pledge your qualified contract as collateral for a loan.

Other

P a a : These are considered earnings and are taxed accordingly when surrendered or paid out.

S a a a : As of the date of this prospectus, we believe that charges related to these riders are not subject to current taxation. Therefore, we will not report these charges as partial surrenders from your contract. However, the IRS may determine that these charges should be treated as partial surrenders subject to taxation to the extent of any gain as well as the 10% tax penalty for surrenders before the age of 59½, if applicable, on the taxable portion.
We reserve the right to report charges for these riders as partial surrenders if we, as a withholding and reporting agent, believe that we are required to report them. In addition, we will report any benefits attributable to these riders on your death as an annuity death benefit distribution, not as proceeds from life insurance.

I a : Our discussion of federal tax laws is based upon our understanding of current interpretations of these laws. Federal tax laws or current interpretations of them may change. For this reason and because tax consequences are complex and highly individual and cannot always be anticipated, you should consult a tax advisor if you have any questions about taxation of your contract.

R S L NY a : We are taxed as a life insurance company under the Code. For federal income tax purposes, the subaccounts are considered a part of our company, although their operations are treated separately in accounting and financial statements. Investment income is reinvested in the fund in which each subaccount invests and becomes part of that subaccount's value. This investment income, including realized capital gains, is not subject to any withholding for federal or state income taxes. We reserve the right to make such a charge in the future if there is a change in the tax treatment of variable annuities or in our tax status as we then understand it.

The company includes in its taxable income the net investment income derived from the investment of assets held in its subaccounts because the company is considered the owner of these assets under federal income tax law. The company may claim certain tax benefits associated with this investment income. These benefits, which may include foreign tax credits and the corporate dividend received deduction, are not passed on to you since the company is the owner of the assets under federal tax law and is taxed on the investment income generated by the assets.

Ta a a : We intend that the contract qualify as an annuity for federal income tax purposes. To that end, the provisions of the contract are to be interpreted to ensure or maintain such tax qualification, in spite of any other provisions of the contract. We reserve the right to amend the contract to reflect any clarifications that may be needed or are appropriate to maintain such qualification or to conform the contract to any applicable changes in the tax qualification requirements. We will send you a copy of any amendments.

S a a : When it comes to your marital status and the identification and naming of any spouse as a beneficiary or party to your contract, we will rely on the representations you make to us. Based on this reliance, we will issue and administer your contract in accordance with these representations. If you represent that you are married and your representation is incorrect or your marriage is deemed invalid for federal or state law purposes, then the benefits and rights under your contract may be different.

If you have any questions as to the status of your relationship as a marriage, then you should consult an appropriate tax or legal advisor.

Voting Rights

As a contract owner with investments in the subaccounts, you may vote on important fund policies until annuity payouts begin. Once they begin, the person receiving them has voting rights. We will vote fund shares according to the instructions of the person with voting rights.

Before annuity payouts begin, the number of votes you have is determined by applying your percentage interest in each subaccount to the total number of votes allowed to the subaccount.

After annuity payouts begin, the number of votes you have is equal to:

- the reserve held in each subaccount for your contract; divided by
- the net asset value of one share of the applicable fund.

As we make annuity payouts, the reserve for the contract decreases; therefore, the number of votes also will decrease.

We calculate votes separately for each subaccount. We will send notice of shareholders' meetings, proxy materials and a statement of the number of votes to which the voter is entitled. We are the legal owner of all fund shares and therefore hold all voting rights. However, to the extent required by law, we will vote the shares of each fund according to instructions we receive from contract owners. We will vote shares for which we have not received instructions and shares that we or our affiliates own in our own names in the same proportion as the votes for which we received instructions. As a result of this proportional voting, in cases when a small number of contract owners vote, their votes will have a greater impact and may even control the outcome.

Substitution of Investments

We may substitute the Funds in which the subaccounts invest if:

- laws or regulations change;
- the existing funds become unavailable; or
- in our judgment, the funds no longer are suitable (or no longer the most suitable) for the Subaccounts.

If any of these situations occur, we have the right to substitute a Fund currently listed in this prospectus (existing fund) for another Fund (new Fund), provided we obtain any required SEC and state insurance law approval. The new Fund may have higher fees and/or operating expenses than the existing Fund. Also, the new Fund may have investment objectives and policies and/or investment advisers which differ from the existing Fund.

We may also:

- add new Subaccounts;
- combine any two or more Subaccounts;
- transfer assets to and from the Subaccounts or the Variable Account; and
- eliminate or close any Subaccounts.

We will notify you of any substitution or change and obtain your approval if required.

In certain limited circumstances permitted by applicable law, we may amend the contract and take whatever action is necessary and appropriate without your consent or approval. We will obtain any required prior approval of the SEC or state insurance department before making any substitution or change.

About the Service Providers

Principal Underwriter

RiverSource Distributors, Inc. (RiverSource Distributors), our affiliate, serves as the principal underwriter and general distributor of the contract. Its offices are located at 70100 Ameriprise Financial Center, Minneapolis, MN 55474. RiverSource Distributors is a wholly-owned subsidiary of Ameriprise Financial, Inc.

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- Only securities broker-dealers ("selling firms") registered with the SEC and members of the FINRA may sell the contract.
- The contracts are continuously offered to the public through authorized selling firms. We and RiverSource Distributors have a sales agreement with the selling firm. The sales agreement authorizes the selling firm to offer the contracts

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- The selling firm pays its financial advisors. The selling firm decides the compensation and benefits it will pay its financial advisors.
- To inform yourself of any potential conflicts of interest, ask your financial advisor before you buy how the selling firm and its financial advisors are being compensated and the amount of the compensation that each will receive if you buy the contract.

Issuer

We issue the contracts. We are a stock life insurance company organized in 1972 under the laws of the state of New York and are located at 20 Madison Avenue Extension, Albany, New York 12203. Our mailing address is P.O. Box 5144, Albany, New York 12205. We are a wholly-owned subsidiary of RiverSource Life Insurance Company, which is a wholly-owned subsidiary of Ameriprise Financial, Inc.

We conduct a conventional life insurance business. Our primary products currently include fixed and variable annuity contracts and life insurance policies.

Legal Proceedings

RiverSource Life of NY (the Company) is involved in the normal course of business in legal proceedings which include regulatory inquiries, arbitration and litigation, including class actions, concerning matters arising in connection with conduct of its activities. These include proceedings specific to the Company as well as proceedings generally applicable to business practices in the industries in which it operates. The Company can also be subject to legal proceedings arising out of its general business activities, such as its investments, contracts, and employment relationships. Uncertain economic conditions, heightened and sustained volatility in the financial markets and significant financial reform legislation may increase the likelihood that clients and other persons or regulators may present or threaten legal claims or that regulators increase the scope or frequency of examinations of the Company or the insurance industry generally.

As with other insurance companies, the level of regulatory activity and inquiry concerning the Company's businesses remains elevated. From time to time, the Company and its affiliates, including Ameriprise Financial Services, LLC ("AFS") and RiverSource Distributors, Inc. receive requests for information from, and/or are subject to examinations or claims by various state, federal and other domestic authorities. The Company and its affiliates typically have numerous pending matters, which includes information requests, exams or inquiries regarding their business activities and practices and other subjects, including from time to time: sales and distribution of various products, including the Company's life insurance and variable annuity products; supervision of associated persons, including AFS financial advisors and RiverSource Distributors, Inc.'s wholesalers; administration of insurance and annuity claims; security of client information; and transaction monitoring systems and controls. The Company and its affiliates have cooperated and will continue to cooperate with the applicable regulators.

These legal proceedings are subject to uncertainties and, as such, it is inherently difficult to determine whether any loss is probable or even reasonably possible, or to reasonably estimate the amount of any loss. The Company cannot predict with certainty if, how or when any such proceedings will be initiated or resolved. Matters frequently need to be more developed before a loss or range of loss can be reasonably estimated for any proceeding. An adverse outcome in one or more proceedings could eventually result in adverse judgments, settlements, fines, penalties or other sanctions, in addition to further claims, examinations or adverse publicity that could have a material adverse effect on the Company's financial condition, results of operations or liquidity.

Financial Statements

The financial statements for the RiverSource of New York Variable Annuity Account, as well as the consolidated financial statements of the RiverSource Life of NY, are in the Statement of Additional Information. A current Statement of Additional Information may be obtained, without charge, by calling us at 1-800-862-7919, or can be found online at **.a [[. . /a[a a . .**

Appendix A: Funds Available Under the Contract

The following is a list of funds 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 riversource.com. You

[illegible]	F a *Adviser / Sub-Adviser*	C E Ra [NET]	A a A a T a R (as of 12/31/2023)		
			1 Y a	5 Y a	10 Y a
Seeks long-term growth of capital. Under normal circumstances, the fund invests at least 80% of its assets in equity securities of companies with small market capitalizations and related investments.	ClearBridge Variable Small Cap Growth Portfolio - Class I *[illegible]*	0.80%	8.40%	9.56%	7.89%
Seeks maximum total investment return through a combination of capital growth and current income.	Columbia Variable Portfolio - Balanced Fund (Class 3) *[illegible]*	0.89%	21.23%	10.83%	7.94%
Seeks to provide shareholders with total return.	Columbia Variable Portfolio - Commodity Strategy Fund (Class 2) *[illegible]*	1.01%[2]	(7.14%)	9.08%	(0.97%)
Seeks total return, consisting of long-term capital appreciation and current income.	Columbia Variable Portfolio - Contrarian Core Fund (Class 2) *[illegible]*	0.95%[2]	31.88%	16.54%	11.54%
Seeks to provide shareholders with capital appreciation.	Columbia Variable Portfolio - Disciplined Core Fund (Class 3) *[illegible]*	0.81%	24.21%	13.69%	11.02%
Seeks to provide shareholders with a high level of current income and, as a secondary objective, steady growth of capital.	Columbia Variable Portfolio - Dividend Opportunity Fund (Class 3) *[illegible]*	0.87%[2]	4.95%	10.34%	7.87%
Non-diversified fund that seeks to provide shareholders with high total return through current income and, secondarily, through capital appreciation.	Columbia Variable Portfolio - Emerging Markets Bond Fund (Class 2) *[illegible]*	1.00%[2]	10.02%	1.57%	2.20%
Seeks to provide shareholders with long-term capital growth.	Columbia Variable Portfolio - Emerging Markets Fund (Class 3) *[illegible]*	1.22%[2]	9.31%	3.54%	2.51%
Seeks to provide shareholders with high total return through income and growth of capital.	Columbia Variable Portfolio - Global Strategic Income Fund (Class 3) *[illegible]*	0.72%[2]	9.81%	2.18%	0.42%

Investment Objective	Fund and *Adviser/Sub-Adviser*	Current Expense Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks to provide shareholders with maximum current income consistent with liquidity and stability of principal.	Columbia Variable Portfolio - Government Money Market Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.49%[2]	4.61%	1.56%	0.95%
Seeks to provide shareholders with high current income as its primary objective and, as its secondary objective, capital growth.	Columbia Variable Portfolio - High Yield Bond Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.77%[2]	12.08%	5.47%	4.32%
Seeks to provide shareholders with a high total return through current income and capital appreciation.	Columbia Variable Portfolio - Income Opportunities Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.77%[2]	11.51%	5.15%	4.12%
Seeks to provide shareholders with a high level of current income while attempting to conserve the value of the investment for the longest period of time.	Columbia Variable Portfolio - Intermediate Bond Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.64%	6.19%	1.47%	2.12%
Seeks to provide shareholders with long-term capital growth.	Columbia Variable Portfolio - Large Cap Growth Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.85%	42.95%	18.14%	13.51%
Seeks to provide shareholders with long-term capital appreciation.	Columbia Variable Portfolio - Large Cap Index Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.38%	25.82%	15.23%	11.56%
Seeks to provide shareholders with a level of current income consistent with preservation of capital.	Columbia Variable Portfolio - Limited Duration Credit Fund (Class 2) *Columbia Management Investment Advisers, LLC*	0.66%[2]	6.66%	2.36%	1.65%
Seeks total return, consisting of current income and capital appreciation.	Columbia Variable Portfolio - Long Government/Credit Bond Fund (Class 2) *Columbia Management Investment Advisers, LLC*	0.74%[2]	6.68%	0.81%	1.67%
Seeks to provide shareholders with capital appreciation.	Columbia Variable Portfolio - Overseas Core Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.92%	15.47%	8.09%	3.51%
Seeks to provide shareholders with long-term growth of capital.	Columbia Variable Portfolio - Select Large Cap Value Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.83%	5.23%	11.99%	8.99%

Investment Objective	Fund and *Adviser/Sub-Adviser*	Current Expense Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks to provide shareholders with growth of capital.	Columbia Variable Portfolio - Select Mid Cap Growth Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.95%[2]	25.08%	12.93%	9.51%
Seeks to provide shareholders with long-term growth of capital.	Columbia Variable Portfolio - Select Mid Cap Value Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.95%[2]	10.18%	13.20%	8.29%
Seeks to provide shareholders with long-term capital growth.	Columbia Variable Portfolio - Select Small Cap Value Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.98%[2]	12.97%	10.05%	6.32%
Seeks to provide shareholders with current income as its primary objective and, as its secondary objective, preservation of capital.	Columbia Variable Portfolio - U.S. Government Mortgage Fund (Class 3) *Columbia Management Investment Advisers, LLC*	0.59%	5.55%	0.04%	1.45%
The portfolio is designed to achieve positive total return relative to the performance of the Bloomberg Commodity Index Total Return ("BCOM Index").	Credit Suisse Trust - Commodity Return Strategy Portfolio, Class 1 *Credit Suisse Asset Management, LLC*	1.05%	(9.11%)	7.23%	(1.21%)
Non-diversified fund that seeks to provide shareholders with total return that exceeds the rate of inflation over the long term.	CTIVP® - BlackRock Global Inflation-Protected Securities Fund (Class 3) *Columbia Management Investment Advisers, LLC, adviser; BlackRock Financial Management, Inc., subadviser; BlackRock International Limited, sub-subadviser.*	0.75%[2]	3.95%	1.04%	2.23%
Seeks to provide shareholders with long-term capital growth.	CTIVP® - Principal Blue Chip Growth Fund (Class 1) *Columbia Management Investment Advisers, LLC, adviser; Principal Global Investors, LLC, subadviser.*	0.70%	39.54%	15.67%	13.48%
Seeks to provide shareholders with long-term growth of capital.	CTIVP® - Victory Sycamore Established Value Fund (Class 3) *Columbia Management Investment Advisers, LLC, adviser; Victory Capital Management Inc., subadviser.*	0.95%	9.81%	14.18%	10.58%
Seeks capital appreciation.	DWS Alternative Asset Allocation VIP, Class B[3] *DWS Investment Management Americas, Inc., adviser; RREEF America L.L.C., subadviser.*	1.21%	5.67%	5.70%	2.63%
Seeks high level of current income.	Eaton Vance VT Floating-Rate Income Fund - Initial Class *Eaton Vance Management*	1.17%	11.21%	4.13%	3.22%

Investment Objective	Fund and Adviser/Sub-Adviser	Current Expense Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks long-term capital appreciation.	Fidelity® VIP Contrafund® Portfolio Service Class 2 [illegible]	0.81%	33.12%	16.36%	11.33%
Seeks long-term growth of capital.	Fidelity® VIP Mid Cap Portfolio Service Class 2 [illegible]	0.82%	14.80%	12.17%	7.85%
Seeks long-term growth of capital.	Fidelity® VIP Overseas Portfolio Service Class 2 [illegible]	0.98%	20.22%	9.71%	4.65%
Seeks a high level of current income and may also seek capital appreciation.	Fidelity® VIP Strategic Income Portfolio Service Class 2 [illegible]	0.90%	9.18%	3.47%	3.10%
Seeks high total return. Under normal market conditions, the fund invests at least 80% of its net assets in investments of companies located anywhere in the world that operate in the real estate sector.	Franklin Global Real Estate VIP Fund - Class 2 [illegible]	1.25%[2]	11.43%	3.88%	3.78%

[illegible]	[illegible] *Adviser/Sub-Adviser*	[illegible] [NET]	[illegible] (as of 12/31/2023)		
			[illegible]	[illegible]	[illegible]
Seeks to provide reasonable current income and long-term growth of income and capital.	Invesco V.I. Diversified Dividend Fund, Series II Shares [illegible]	0.93%	8.77%	9.53%	7.53%
Seeks long-term growth of capital.	Invesco V.I. EQV International Equity Fund, Series II Shares [illegible]	1.15%	17.86%	8.15%	4.07%
Seeks capital appreciation.	Invesco V.I. Global Fund, Series II Shares [illegible]	1.07%	34.45%	12.02%	8.21%
Seeks total return	Invesco V.I. Global Strategic Income Fund, Series II Shares [illegible]	1.17%[2]	8.60%	1.04%	1.25%
Seeks long-term growth of capital.	Invesco V.I. Health Care Fund, Series II Shares [illegible]	1.23%	2.77%	8.49%	6.60%
Seeks capital appreciation.	Invesco V.I. Main Street Fund®, Series II Shares [illegible]	1.05%[2]	22.83%	13.28%	9.74%
Seeks capital appreciation.	Invesco V.I. Main Street Small Cap Fund®, Series II Shares [illegible]	1.13%	17.82%	12.79%	8.66%
Seeks long-term capital growth, consistent with preservation of capital and balanced by current income.	Janus Henderson Balanced Portfolio: Service Shares [illegible]	0.87%	15.13%	9.37%	7.73%
Seeks to obtain maximum total return, consistent with preservation of capital.	Janus Henderson Flexible Bond Portfolio: Service Shares [illegible]	0.82%[2]	5.29%	1.55%	1.66%
Seeks long-term growth of capital.	Janus Henderson Research Portfolio: Service Shares [illegible]	0.82%	42.81%	16.54%	12.21%
Seeks total return.	Lazard Retirement Global Dynamic Multi-Asset Portfolio - Service Shares[1] [illegible]	1.05%[2]	10.81%	4.00%	3.77%
Seeks long-term capital growth. Income is a secondary objective.	LVIP American Century Mid Cap Value Fund, Service Class				

[illegible]	[illegible] *Adviser/Sub-Adviser*	[illegible] [NET]	[illegible] (as of 12/31/2023)		
			[illegible]	[illegible]	[illegible]
Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Variable Portfolio - Managed Volatility Conservative Growth Fund (Class 2)[1,3] *[illegible]*	0.98%	9.98%	3.66%	3.05%
Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Variable Portfolio - Managed Volatility Growth Fund (Class 2)[1,3] *[illegible]*	1.02%	14.59%	6.34%	4.44%
Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Variable Portfolio - Managed Volatility Moderate Growth Fund (Class 2)[1,3] *[illegible]*	0.99%	12.27%	5.07%	3.84%
Seeks to provide a high level of total return that is consistent with a moderate level of risk.	Variable Portfolio - Moderate Portfolio (Class 2)[3] *[illegible]*	0.97%	12.96%	6.12%	4.63%
Seeks to provide a high level of total return that is consistent with a moderate level of risk.	Variable Portfolio - Moderate Portfolio (Class 4)[3] *[illegible]*	0.97%	12.94%	6.12%	4.63%
Seeks to provide a high level of total return that is consistent with a moderately aggressive level of risk.	Variable Portfolio - Moderately Aggressive Portfolio (Class 2)[3] *[illegible]*	1.01%	14.93%	7.56%	5.50%
Seeks to provide a high level of total return that is consistent with a moderately aggressive level of risk.	Variable Portfolio - Moderately Aggressive Portfolio (Class 4)[3] *[illegible]*	1.01%	14.91%	7.57%	5.50%
Seeks to provide a high level of total return that is consistent with a moderately conservative level of risk.	Variable Portfolio - Moderately Conservative Portfolio (Class 2)[3] *[illegible]*	0.94%	10.50%	4.32%	3.54%
Seeks to provide a high level of total return that is consistent with a moderately conservative level of risk.	Variable Portfolio - Moderately Conservative Portfolio (Class 4)[3] *[illegible]*	0.94%	10.48%	4.31%	3.53%
Seeks to provide shareholders with long-term capital growth.	Variable Portfolio - Partners Core Equity Fund (Class 3) *[illegible]*				

Investment Objective	Fund and *Adviser/Sub-Adviser*	Current Expense Ratio [NET]	Average Annual Total Returns (as of 12/31/2023)		
			1 Year	5 Year	10 Year
Seeks to provide shareholders with long-term capital appreciation.	Variable Portfolio - Partners Small Cap Value Fund (Class 3) *[illegible]*	0.94%[2]	11.26%	8.34%	4.83%
Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Variable Portfolio - U.S. Flexible Conservative Growth Fund (Class 2)[1,3] *[illegible]*	0.96%	11.22%	3.90%	-
Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Variable Portfolio - U.S. Flexible Growth Fund (Class 2)[1,3] *[illegible]*	0.94%	16.80%	6.67%	-
Pursues total return while seeking to manage the Fund's exposure to equity market volatility.	Variable Portfolio - U.S. Flexible Moderate Growth Fund (Class 2)[1,3] *[illegible]*	0.94%	13.87%	5.37%	-
Seeks long-term capital appreciation.	Wanger Acorn *[illegible]*	0.95%[2]	21.74%	7.51%	7.20%
Seeks long-term capital appreciation.	Wanger International *[illegible]*	1.14%[2]	16.95%	6.45%	3.50%
Seeks to maximize total return.	Western Asset Variable Global High Yield Bond Portfolio - Class II *[illegible]*	1.08%	9.96%	3.17%	2.63%

1 This Fund is managed in a way that is intended to minimize volatility of returns. See "Principal Risks of Investing in the Contract."

2 This Fund and its investment adviser and/or affiliates have entered into a temporary expense reimbursement arrangement and/or fee waiver. The Fund's annual expenses reflect temporary fee reductions. Please see the Fund's prospectus for additional information.

3 This Fund is a fund of funds and invests substantially all of its assets in other underlying funds. Because the Fund invests in other funds, it will bear its pro rata portion of the operating expenses of those underlying funds, including management fees.

Funds Available Under the Optional Benefits Offered Under the Contract

3. Variable Portfolio – Managed Volatility Growth Fund (Class 2)
4. Variable Portfolio – Managed Volatility Moderate Growth Fund (Class 2)
5. Variable Portfolio – Managed Volatility Conservative Growth Fund (Class 2)
6. Variable Portfolio – Managed Volatility Conservative Fund (Class 2)
7. Variable Portfolio – U.S. Flexible Growth Fund (Class 2)
8. Variable Portfolio – U.S. Flexible Moderate Growth Fund (Class 2)
9. Variable Portfolio – U.S. Flexible Conservative Growth Fund (Class 2)

Appendix B: Example — Surrender Charges

	[illegible]	[illegible]
S 5. We calculate the Surrender Charges:		
Chargeable Purchase Payments:	100,000.00	91,500.00
Surrender Charge Percentage:	7%	7%
Surrender Charge:	7,000.00	6,405.00
S 6. We calculate the Net Surrender Value:	120,000.00	80,000.00
Contract Value Surrendered:	(7,000.00)	(6,405.00)
Contract Charge (assessed upon full surrender):	(50.00)	(50.00)
[illegible]:	**112,950.00**	**73,545.00**

[illegible]:

This is an example of how we calculate the surrender charge for a partial surrender on a RAVA 4 Advantage contract with a ten-year surrender charge schedule with the following history:

- we receive a single $100,000 purchase payment; and
- you request a gross partial surrender of $50,000 during the fourth contract year. The surrender charge percentage is 7.0%; and
- you have made no prior partial surrenders.

W [illegible]:

	[illegible]	[illegible]	
Contract Value at time of partial surrender:	$120,000.00	$ 80,000.00	
Contract Value on prior anniversary:	115,000.00	85,000.00	
S 1. We determine the Total Free Amount (TFA) available in the contract as the greatest of the earnings or 10% of the prior anniversary value:			
Earnings in the contract:	20,000.00	0.00	
10% of the prior anniversary's contract value:	11,500.00	8,500.00	
Total Free Amount:	20,000.00	8,500.00	
S 2. We determine the TFA that is from Purchase Payments:			
Total Free Amount:	20,000.00	8,500.00	
Earnings in the contract:	20,000.00	0.00	
Purchase Payments being Surrendered Free (PPF):	0.00	8,500.00	
S 3. We calculate the Premium Ratio (PR):			
PR = [WD TFA] / [CV TFA]			
WD =	50,000.00	50,000.00	= the amount of the surrender
TFA =	20,000.00	8,500.00	= the total free amount, step 1
CV =	120,000.00	80,000.00	= the contract value at the time o-r

	Contract with Gain	Contract with Loss	
Step 4. We calculate the Chargeable Purchase Payments being Surrendered (CPP): **CPP = PR × (PP – PPF)**			
PR =	30%	58%	= premium ratio, step 3
PP =	100,000.00	100,000.00	= purchase payments not previously surrendered
PPF =	0.00	8,500.00	= purchase payments being surrendered free, step 2
CPP =	30,000.00	53,108.39	= chargeable purchase payments being surrendered
Step 5. We calculate the Surrender Charges:			
Chargeable Purchase Payments:	30,000.00	53,108.39	
Surrender Charge Percentage:	7%	7%	
Surrender Charge:	2,100	3,718	
Step 6. We calculate the Net Surrender Value:			
Contract Value Surrendered:	50,000.00	50,000.00	
Surrender Charge:	(2,100.00)	(3,717.59)	
[illegible]:	**47,900.00**	**46,282.41**	

[illegible]:

This is an example of how we calculate the surrender charge for a full surrender on a RAVA 4 Select contract with a three-year surrender charge schedule with the following history:

- we receive a single $100,000 purchase payment; and
- you surrender the contract for its total value during the second contract year. The surrender charge percentage is 7.0%; and
- you have made no prior partial surrenders.

[illegible]:

	Contract with Gain	Contract with Loss
Contract Value at time of full surrender:	$120,000.00	$ 80,000.00
Contract Value on prior anniversary:	115,000.00	85,000.00
Step 1. We determine the Total Free Amount (TFA) available in the contract as the greatest of the earnings or 10% of the prior anniversary value:		
Earnings in the Contract:	20,000.00	0.00
10% of the prior anniversary's contract value:	11,500.00	8,500.00
Total Free Amount:	20,000.00	8,500.00
Step 2. We determine the TFA and Amount Free that is from Purchase Payments:		
Total Free Amount:	20,000.00	8,500.00
Earnings in the contract:	20,000.00	0.00
Purchase Payments being Surrendered Free (PPF):	0.00	8,500.00

S 3. We calculate the Premium Ratio (PR):

PR = [WD TFA] / [CV TFA]

	C [a Ga	C [a L	
WD =	120,000.00	80,000.00	= the amount of the surrender
TFA =	20,000.00	8,500.00	= the total free amount, step 1
CV =	120,000.00	80,000.00	= the contract value at the time of the surrender
PR =	100%	100%	

S 4. We calculate the Chargeable Purchase Pay 8/[1.275TD[(C)300(a)-P1300(Pu)-19.798-1.1D-[23.3)R53 9(A)300(P=u)-190(L)-s1ep 359.9(A)4300(/)]300(C)300rV–TPR e c

	C [a Ga	C [a L

S **2.** We determine the Amount Free that is from Purchase Payments:

Total Free Amount:	20,000.00	8,500.00	
Earnings in the contract:	20,000.00	0.00	
Purchase Payments being Surrendered Free (PPF):	0.00	8,500.00	

S **3.** We calculate the Premium Ratio (PR):

PR = [WD TFA] / [CV TFA]

WD =	50,000.00	50,000.00 =	the amount of the surrender
TFA =	20,000.00	8,500.00 =	the total free amount, step 1
CV =	120,000.00	80,000.00 =	the contract value at the time of surrender
PR =	30%	58% =	the premium ratio

S **4.** We calculate the Chargeable Purchase Payments being Surrendered (CPP):

CPP = PR (PP PPF)

PR =	30%	58% =	premium ratio, step 3
PP =	100,000.00	100,000.00 =	purchase payments not previously surrendered
PPF =	0.00	8,500.00 =	purchase payments being surrendered free, step 2
CPP =	30,000.00	53,108.39 =	chargeable purchase payments being surrendered

S **5.** We calculate the Surrender Charges:

Chargeable Purchase Payments:	30,000.00	53,108.39
Surrender Charge Percentage:	7%	7%
Surrender Charge:	2,100	3,718

S **6.** We calculate the Net Surrender Value:

Contract Value Surrendered:	50,000.00	50,000.00
Surrender Charge:	(2,100.00)	(3,717.59)
N Pa a S P :	**47,900.00**	**46,282.41**

Appendix C: Example — Optional Death Benefits

[illegible]

[illegible]

[illegible]

E a ROPP D [illegible] B [illegible]

- You purchase the contract (with the ROPP rider) with a payment of $20,000.
- The contract value falls to $18,000, at which point you take a $1,500 partial surrender, leaving a contract value of $16,500.

W a [illegible]:

The total purchase payments minus adjustments for partial surrenders:

Total purchase payments minus adjusted partial surrenders, calculated as:		$ 20,000
$\frac{\$1,500 \times \$20,000}{\$18,000}$	=	—1,667
a death benefit of:		$ 18,333

E a MAV D [illegible] B [illegible]

- You purchase the contract (with the MAV rider) with a payment of $20,000.
- On the first contract anniversary the contract value grows to $24,000.
- During the second contract year the contract value falls to $22,000, at which point you take a $1,500 partial surrender, leaving a contract value of $20,500.

W a [illegible]:

T a [illegible]:

Greatest of your contract anniversary contract values:		$ 24,000
plus purchase payments made since that anniversary:		+0
minus adjusted partial surrenders, calculated as:		
$\frac{\$1,500 \times \$24,000}{\$22,000}$	=	—1,636
for a death benefit of:		$ 22,364

E a 5-Y [illegible] MAV D [illegible] B [illegible]

- You purchase the contract (with the 5-Year MAV rider) with a payment of $20,000.
- On the fifth contract anniversary the contract value grows to $30,000.
- During the sixth contract year the contract value falls to $25,000, at which point you take a $1,500 partial surrender, leaving a contract value of $23,500.

W a [illegible]:

T a 5- [illegible]:

Greatest of your 5-year contract anniversary contract values:

plus purchase payments made since that anniversary:		+0
adjusted partial surrenders, calculated as:		
$\frac{\$1,500 \times \$30,000}{\$25,000}$	=	—1,800

for a death benefit of:	$ 28,200

E a S S R

EXAMPLE #1: S L B : C P a a a 68 a a a a a

A :

- You purchase the contract with a payment of $100,000 and make no additional payments to the contract.
- You are the sole owner and also the annuitant. You are age 63.
- Automatic annual step-ups are applied each anniversary when available, where the contract value is greater than the RBA and/or 6% of the contract value is greater than the ALP. Applied annual step-ups are indicated in bold.
- You elect the Moderate PN program investment option at issue. On the 1st contract anniversary, you elect to change to the Moderately Aggressive PN program investment option. The target PN program investment option under the contract is the Moderate investment option.

C a D a Y a	P a Pa	Pa a W a a	H a A C a Va	Ba W a a B				L W a a B	
				GBA	RBA	GBP	RBP	ALP	RALP
At Issue	$100,000	$ N/A	$100,000	$100,000	$100,000	$7,000	$7,000	$ N/A	$ N/A
0.5	0	5,000	92,000	100,000	95,000	7,000	2,000	N/A	N/A
1	0	0	90,000	90,000(1)	90,000(1)	6,300	6,300	N/A	N/A
2	0	0	81,000	90,000	90,000	6,300	6,300	N/A	N/A
5	0	0	75,000	90,000	90,000	6,300	6,300	5,400(2)	5,400(2)
5.5	0	5,400	70,000	90,000	84,600	6,300	900	5,400	0
6	0	0	69,000	90,000	84,600	6,300	6,300	5,400	5,400
6.5	0	6,300	62,000	90,000	78,300	6,300	0	3,720(3)	0
7	0	0	64,000	90,000	78,300	6,300	6,300	**3,840**	**3,840**
7.5	0	10,000	51,000	51,000(4)	51,000(4)	3,570	0	3,060(4)	0
8	0	0	55,000	**55,000**	**55,000**	**3,850**	**3,850**	3,300	3,300

At this point, assuming no additional activity (step ups, excess withdrawals, purchase payments, spousal continuation, contract ownership change, or PN program investment option changes), you can continue to withdraw up to either the GBP of $3,850 each year until the RBA is reduced to zero, or the ALP of $3,300 each year until the later of your death or the RBA is reduced to zero.

(1) Allocation to the Moderately Aggressive investment option during a withdrawal phase will reset the benefit. The GBA is reset to the lesser of the prior GBA or the contract value. The RBA is reset to the lesser of the prior RBA or the contract value. The ALP (if established) is reset to the lesser of the prior ALP or 6% of the contract value. Any future withdrawals will reallocate your contract value to the Moderate PN program investment option if you are invested more aggressively than the Moderate PN program investment option.

(2) The ALP and RALP are established on the contract anniversary date following the date the covered person reaches age 68 as 6% of the RBA.

(3) The $6,300 withdrawal is greater than the $5,400 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the ALP, resetting the ALP to the lesser of the prior ALP or 6% of the contract value following the withdrawal.

(4) The $10,000 withdrawal is greater than both the $6,300 RBP allowed under the basic withdrawal benefit and the $3,840 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the GBA, RBA, and ALP. The GBA is reset to the lesser of the prior GBA or the contract value following the withdrawal. The RBA is reset to the lesser of the prior RBA less the withdrawal or the contract value following the withdrawal. The ALP is reset to the lesser of the prior ALP or 6% of the contract value following the withdrawal.

EXAMPLE #2: S L B : C P a a 68 a a a a .

A :

- You purchase the contract with a payment of $100,000 and make no additional payments to the contract.
- You are the sole owner and also the annuitant. You are age 68.
- Automatic annual step-ups are applied each anniversary when available, where the contract value is greater than the RBA and/or 6% of the contract value is greater than the ALP. Applied annual step-ups are indicated in bold.
- Your death occurs after 6½ contract years and your spouse continues the contract and rider. Your spouse is over age 65 and is the new covered person.

C a D a Y a	P a Pa	Pa a W a a	H a A C a Va	Ba W a a B				L W a a B	
				GBA	RBA	GBP	RBP	ALP	RALP
At Issue	$100,000	$ N/A	$100,000	$100,000	$100,000	$7,000	$7,000	$6,000	$6,000
1	0	0	105,000	**105,000**	**105,000**	**7,350**	7,000(1)	**6,300**	6,000(1)
2	0	0	110,000	**110,000**	**110,000**	**7,700**	7,000(1)	**6,600**	6,000(1)
3	0	0	110,000	110,000	110,000	7,700	7,700(2)	6,600	6,600(2)

Contract Duration in Years	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	Basic Withdrawal Benefit				Lifetime Withdrawal Benefit	
				GBA	RBA	GBP	RBP	ALP	RALP
3.5	0	6,600	110,000	110,000	103,400	7,700	1,100	6,600	0
4	0	0	115,000	**115,000**	**115,000**	**8,050**	**8,050**	**6,900**	**6,900**
4.5	0	8,050	116,000	115,000	106,950	8,050	0	6,900(3)	0
5	0	0	120,000	**120,000**	**120,000**	**8,400**	**8,400**	**7,200**	**7,200**
5.5	0	10,000	122,000	120,000(4)	110,000(4)	8,400	0	7,200(4)	0
6	0	0	125,000	**125,000**	**125,000**	**8,750**	**8,750**	**7,500**	**7,500**
6.5	0	0	110,000	125,000	125,000	8,750	8,750	6,600(5)	6,600(5)
7	0	0	105,000	125,000	125,000	8,750	8,750	6,600	6,600

At this point, assuming no additional activity (step-ups, excess withdrawals, purchase payments, contract ownership change, or PN program investment option changes), your spouse can continue to withdraw up to either the GBP of $8,750 each year until the RBA is reduced to zero, or the ALP of $6,600 each year until the later of your spouse's death or the RBA is reduced to zero.

(1) The Annual Step-up has not been applied to the RBP or RALP because any withdrawal after step up during the waiting period would reverse any prior step- ups prior to determining if the withdrawal is excess. Therefore, during the waiting period, the RBP is the amount you can withdraw without incurring the GBA and RBA excess withdrawal processing, and the RALP is the amount you can withdraw without incurring the ALP excess withdrawal processing.

(2) On the third anniversary (after the end of the waiting period), the RBP and RALP are set equal to the GBP and ALP, respectively.

(3) The $8,050 withdrawal is greater than the $6,900 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the ALP, resetting the ALP to the lesser of the prior ALP or 6% of the contract value following the withdrawal.

(4) The $10,000 withdrawal is greater than both the $8,400 RBP allowed under the basic withdrawal benefit and the $7,200 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the GBA, RBA, and ALP. The GBA is reset to the lesser of the prior GBA or the contract value following the withdrawal. The RBA is reset to the lesser of the prior RBA less the withdrawal or the contract value following the withdrawal. The ALP is reset to the lesser of the prior ALP or 6% of the contract value following the withdrawal.

(5) At spousal continuation, the ALP is reset to the lesser of the prior ALP or 6% of the contract value and the RALP is reset to the ALP.

EXAMPLE #3: Joint Life Benefit: [illegible] 68 [illegible]

Assumptions:

- You purchase the contract with a payment of $100,000 and make no additional payments to the contract.
- You are age 62 and your spouse is age 63.
- Automatic annual step-ups are applied each anniversary when available, where the contract value is greater than the RBA and/or 5.5% of the contract value is greater than the ALP. Applied annual step-ups are indicated in bold.
- You elect the Moderate PN program investment option at issue. On the 1st contract anniversary, you elect to change to the Moderately Aggressive PN program investment option. The target investment option under the contract is the Moderate PN program investment option.
- Your death occurs after 9 ½ contract years and your spouse continues the contract and rider; the lifetime benefit is not reset.

Contract Duration in Years	Purchase Payments	Partial Withdrawals	Hypothetical Assumed Contract Value	Basic Withdrawal Benefit				Lifetime Withdrawal Benefit	
				GBA	RBA	GBP	RBP	ALP	RALP
At Issue	$100,000	$ NA	$100,000	$100,000	$100,000	$7,000	$7,000	$ NA	$ NA
0.5	0	5,000	92,000	100,000	95,000	7,000	2,000	NA	NA
1	0	0	90,000	90,000(1)	90,000(1)	6,300	6,300	NA	NA
2	0	0	81,000	90,000	90,000	6,300	6,300	NA	NA
6	0	0	75,000	90,000	90,000	6,300	6,300	4,950(2)	4,950(2)
6.5	0	4950	70,000	90,000	85,050	6,300	1,350	4,950	0
7	0	0	69,000	90,000	85,050	6,300	6,300	4,950	4,950
7.5	0	6,300	62,000	90,000	78,750	6,300	0	3,410(3)	0
8	0	0	64,000	90,000	78,750	6,300	6,300	**3,520**	**3,520**
8.5	0	10,000	51,000	51,000(4)	51,000(4)	3,570	0	2,805(4)	0
9	0	0	55,000	**55,000**	**55,000**	**3,850**	**3,850**	**3,025**	**3,025**
9.5	0	0	54,000	55,000	55,000	3,850	3,850	3,025	3,025
10	0	0	52,000	55,000	55,000	3,850	3,850	3,025	3,025

At this point, assuming no additional activity (step ups, excess withdrawals, purchase payments, or PN program investment option changes), your spouse can continue to withdraw up to either the GBP of $3,850 each year until the RBA is reduced to zero, or the ALP of $3,025 each year until the later of your spouse's death or the RBA is reduced to zero.

(1) Allocation to the Moderately Aggressive PN program investment option during a withdrawal phase will reset the benefit. The GBA is reset to the lesser of the prior GBA or the contract value. The RBA is reset to the lesser of the prior RBA or the contract value. The ALP is reset to the lesser of the prior ALP or 5.5% of the contract value. Any future withdrawals will reallocate your contract value to the Moderate PN program investment option if you are invested more aggressively than the Moderate PN program investment option.

(2) The ALP and RALP are established on the contract anniversary date following the date the younger Covered Spouse reaches age 68 as 5.5% of the RBA.

(3) The $6,300 withdrawal is greater than the $4,950 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the ALP, resetting the ALP to the lesser of the prior ALP or 5.5% of the contract value following the withdrawal.

(4) The $10,000 withdrawal is greater than both the $6,300 RBP allowed under the basic withdrawal benefit and the $3,520 RALP allowed under the lifetime withdrawal benefit and therefore the excess withdrawal processing is applied to the GBA, RBA, and ALP. The GBA is reset to the lesser of the prior GBA or the contract value following the withdrawal. The RBA is reset to the lesser of the prior RBA less the withdrawal or the contract value following the withdrawal. The ALP is reset to the lesser of the prior ALP or 5.5% of the contract value following the withdrawal.

EXAMPLE #4: J L B : Y C S a a 68 a a a a a a .

A :

- You purchase the contract with a payment of $100,000 and make no additional payments to the contract.
- You are age 71 and your spouse is age 70.
- Automatic annual step-ups are applied each anniversary when available, where the contract value is greater than the RBA and/or 5.5% of the contract value is greater than the ALP. Applied annual step-ups are indicated in bold.
- Your death occurs after 6½ contract years and your spouse continues the contract and rider; the lifetime benefit is not reset.

C [a D [a	P [a Pa	Pa a W [a a	H a A C [a Va	Ba W [a a B				L W [a a B	
				GBA	RBA	GBP	RBP	ALP	RALP
At issue	$100,000	$ NA	$100,000	$100,000	$100,000	$7,000	$7,000	$5,500	$5,500
1	0	0	105,000	**105,000**	**105,000**	**7,350**	7,000(1)	**5,775**	5,500(1)
2	0	0	110,000	**110,000**	**110,000**	**7,700**	7,000(1)	**6,050**	5,500(1)
3	0	0	110,000	110,000	110,000	7,700	7,700(2)	6,050	6,050(2)
3.5	0	6,050	110,000	110,000	103,950	7,700	1,650	6,050	0
4	0	0	115,000	**115,000**	**115,000**	**8,050**	**8,050**	**6,325**	**6,325**
4.5	0	8,050	116,000	115,000	106,950	8,050	0	6,325(3)	0
5	0	0	120,000	**120,000**	**120,000**	**8,400**	**8,400**	**6,600**	**6,600**
5.5	0	10,000	122,000	120,000(4)	110,000(4)	8,400	0	6,600(4)	0
6	0	0	125,000	**125,000**	**125,000**	**8,750**	**8,750**	**6,875**	**6,875**
6.5	0	0	110,000	125,000	125,000	8,750	8,750	6,875	6,875
7	0	0	105,000	125,000	125,000	8,750	8,750	6,875	6,875

Appendix E: Additional Required Minimum Distribution (RMD) Disclosure

This appendix describes our current administrative practice for determining the amount of withdrawals in any contract year which an owner may take under the [illegible] rider or GWB for Life rider to satisfy the RMD rules under 401(a)(9) of the Code without application of the excess withdrawal processing described in the rider. We reserve the right to modify this administrative practice at any time upon 30 days’ written notice to you.

(5) based on the company's understanding and interpretation of the requirements for life expectancy distributions intended to satisfy the required minimum distribution rules under Code Section 401(a)(9) and the Treasury Regulations promulgated thereunder as applicable on the effective date of this prospectus, to:

1. IRAs under Section 408(b) of the Code;
2. Roth IRAs under Section 408A of the Code;
3. SIMPLE IRAs under Section 408(p) of the Code;
4. Simplified Employee Pension IRA (SEP) plans under Section 408(k) of the Code;
5. Custodial and investment only plans under Section 401(a) of the Code;
6. TSAs under Section 403(b) of the Code.

In the future, the requirements under tax law for such distributions may change and the life expectancy amount calculation provided under your [illegible] rider or GWB for Life rider may not be sufficient to satisfy the

Appendix F: [illegible] Rider Disclosure

***SECURESOURCE* RIDERS**

T *SecureSource* [illegible] RAVA 4 A [illegible]

There are two optional [illegible] riders available under your contract:

- [illegible] – Single Life; or
- [illegible] – Joint Life.

The information in this section applies to both [illegible] riders, unless otherwise noted.

The [illegible] – Single Life rider covers one person. The [illegible] – Joint Life Rider covers two spouses jointly who are named at contract issue. You may elect only the [illegible] – Single Life rider or the [illegible] – Joint Life rider, not both, and you may not switch riders later. You must elect the rider when you purchase your contract. The rider effective date will be the contract issue date.

The [illegible] rider is an optional benefit that you may select for an additional annual charge if :

- ***Single Life:*** you are 80 or younger on the contract issue date, or, if an owner is a non natural person, then the annuitant is age 80 or younger on the contract issue date; or
- ***Joint Life:*** you and your spouse are 80 or younger on the contract issue date.

The [illegible] rider is not available under an inherited qualified annuity.

The [illegible] rider guarantees (unless the rider is terminated. See "Rider Termination" heading below.) that regardless of the investment performance of your contract you will be able to withdraw up to a certain amount each year from the contract before the annuity payouts begin until:

- ***Single Life:*** you have recovered at minimum all of your purchase payments plus any purchase payment credit or, if later, until death (see "At Death" heading below) — even if the contract value is zero.
- ***Joint Life:*** you have recovered at minimum all of your purchase payments plus any purchase payment credit or, if later, until the death of the last surviving covered spouse (see "Joint Life only: Covered Spouses" and "At Death" headings below) — even if the contract value is zero.

Your contract provides for annuity payouts to begin on the settlement date (see "Buying Your Contract — Settlement Date"). Before the settlement date, you have the right to surrender some or all of your contract value, less applicable administrative, surrender and rider charges imposed under the contract at the time of the surrender (see "Making the Most of Your Contract — Surrenders"). Because your contract value will fluctuate depending on the performance of the underlying funds in which the subaccounts invest, the contract itself does not guarantee that you will be able to take a certain surrender amount each year before the annuity payouts begin, nor does it guarantee the length of time over which such surrenders can be made before the annuity payouts begin.

For the purposes of this rider, the term "withdrawal" is equal to the term "surrender" in the contract or any other riders. Withdrawals will adjust contract values and benefits in the same manner as surrenders.

The [illegible] rider may be appropriate for you if you intend to make periodic withdrawals from your annuity contract and wish to ensure that market performance will not adversely affect your ability to withdraw your principal over time.

Under the terms of the [illegible] rider, the calculation of the amount which can be withdrawn in each contract year varies depending on several factors, including but not limited to the waiting period (see "Waiting period" heading below) and whether or not the lifetime withdrawal benefit has become effective:

(1) The basic withdrawal benefit gives you the right to take limited withdrawals in each contract year and guarantees that over time the withdrawals will total an amount equal to, at minimum, your purchase payments plus any purchase payment credits (unless the rider is terminated. See "Rider Termination" heading below). Key terms associated with the basic withdrawal benefit are "Guaranteed Benefit Payment (GBP)", "Remaining Benefit Payment (RBP)", "Guaranteed Benefit Amount (GBA)" and "Remaining Benefit Amount (RBA)." See these headings below for more information.

(2) The lifetime withdrawal benefit gives you the right, under certain limited circumstances defined in the rider, to take limited withdrawals until the later of:

- ***Single Life:*** death (see "At Death" heading below) or until the RBA (under the basic withdrawal benefit) is reduced to zero (unless the rider is terminated. See "Rider Termination" heading below);
- ***Joint Life:*** death of the last surviving covered spouse (see "At Death" heading below) or until the RBA (under the basic withdrawal benefit) is reduced to zero (unless the rider is terminated. See "Rider Termination" heading below).

Key terms associated with the lifetime withdrawal benefit are “Annual Lifetime Payment (ALP)”, “Remaining Annual Lifetime Payment (RALP)”, “[illegible]: Covered Person”, “[illegible]: Covered Spouses” and “Annual Lifetime Payment Attained Age (ALPAA).” See these headings below for more information.

Only the basic withdrawal benefit will be in effect prior to the date that the lifetime withdrawal benefit becomes effective. The lifetime withdrawal benefit becomes effective automatically on the rider anniversary date after the:

- ***Single Life:*** covered person reaches age 68, or the rider effective date if the covered person is age 68 or older on the rider effective date (see “Annual Lifetime Payment Attained Age (ALPAA)” heading below);
- ***Joint Life:*** younger covered spouse reaches age 68, or the rider effective date if the younger covered spouse is age 68 or older on the rider effective date (see “Annual Lifetime Payment Attained Age (ALPAA)” and “Annual Lifetime Payments (ALP)” headings below).

Provided annuity payouts have not begun, the [illegible] rider guarantees that you may take the following withdrawal amounts each contract year:

- Before the establishment of the ALP, the rider guarantees that each year you have the option to cumulatively withdraw an amount equal to the value of the RBP at the beginning of the contract year;
- After the establishment of the ALP, the rider guarantees that each year you have the option to cumulatively withdraw an amount equal to the value of the RALP or the RBP at the beginning of the contract year, but the rider does not guarantee withdrawal of the sum of both the RALP and the RBP in a contract year.

If you withdraw less than the allowed withdrawal amount in a contract year, the unused portion cannot be carried over to the next contract year. As long as your withdrawals in each contract year do not exceed the allowed annual withdrawal amount under the rider:

- ***Single Life:*** and there has not been a contract ownership change or spousal continuation of the contract, the guaranteed amounts available for withdrawal will not decrease;
- ***Joint Life:*** the guaranteed amounts available for withdrawal will not decrease.

If you withdraw more than the allowed annual withdrawal amount in a contract year, we call this an “excess withdrawal” under the rider. Excess withdrawals trigger an adjustment of a benefit’s guaranteed amount, which may cause it to be reduced (see “GBA Excess Withdrawal Processing,” “RBA Excess Withdrawal Processing,” and “ALP Excess Withdrawal Processing” headings below).

Please note that basic withdrawal benefit and lifetime withdrawal benefit each has its own definition of the allowed annual withdrawal amount. Therefore a withdrawal may be considered an excess withdrawal for purposes of the lifetime withdrawal benefit only, the basic withdrawal benefit only, or both.

If your withdrawals exceed the greater of the RBP or the RALP, surrender charges under the terms of the contract may apply (see “Charges — Surrender Charges”). The amount we actually deduct from your contract value will be the amount you request plus any applicable surrender charge. We pay you the amount you request. Any withdrawals you take under the contract will reduce the value of the death benefits (see “Benefits in Case of Death”). Upon full surrender of the contract, you will receive the remaining contract value less any applicable charges (see “Making the Most of Your Contract — Surrenders”).

The rider’s guaranteed amounts can be increased at the specified intervals if your contract value has increased. An annual step-up feature is available at each contract anniversary, subject to certain conditions, and may be applied automatically to your contract or may require you to elect the step-up (see “Annual Step-up” heading below). If you exercise the annual step-up election, the spousal continuation step-up election (see “Spousal Continuation Step-up” heading below), or change your PN program investment option, the rider charge may change (see “Charges”).

If you take withdrawals during the waiting period, any prior steps ups applied will be reversed and step-ups will not be available until the end of the waiting period. You may take withdrawals after the waiting period without reversal of prior step-ups.

You should consider whether a [illegible] rider is appropriate for you because:

You will begin paying the rider charge as of the rider effective date, even if you do not begin taking withdrawals for many years. It is possible that your contract performance, fees and charges, and withdrawal pattern may be such that your contract value will not be depleted in your lifetime and you will not receive any monetary value under the rider.

- **[illegible]:** The lifetime withdrawal benefit is subject to certain limitations, including but not limited to:

(a) ***Single Life:*** Once the contract value equals zero, payments are made for as long as the oldest owner or, if an owner is a nonnatural person, the oldest annuitant is living (see “If Contract Value Reduces to Zero” heading below). However, if the contract value is greater than zero, the lifetime withdrawal benefit terminates when a death benefit becomes payable (see “At Death” heading below). Therefore, if there are multiple contract owners the rider may terminate or the lifetime withdrawal benefit may be reduced when one of the contract owners dies the benefit terminates even though other contract owners are still living (except if the contract is continued under the spousal continuation provision of the contract).

Joint Life: Once the contract value equals zero, payments are made for as long as either covered spouse is living (see "If Contract Value Reduces to Zero" heading below). However, if the contract value is greater than zero, the lifetime withdrawal benefit terminates at the death of the last surviving covered spouse (see "At Death" heading below).

(b) Excess withdrawals can reduce the ALP to zero even though the GBA, RBA, GBP and/or RBP values are greater than zero. If the both the ALP and the contract value are zero, the lifetime withdrawal benefit will terminate.

(c) When the lifetime withdrawal benefit is first established, the initial ALP is based on

(i) Single Life: the basic withdrawal benefit's RBA at that time (see "Annual Lifetime Payment (ALP)" heading below), unless there has been a spousal continuation or ownership change; or

(ii) Joint Life: the basic withdrawal benefit's RBA at that time (see "Annual Lifetime Payment (ALP)" heading below).

Any withdrawal you take before the ALP is established reduces the RBA and therefore may result in a lower amount of lifetime withdrawals you are allowed to take.

(d) Withdrawals can reduce both the contract value and the RBA to zero prior to the establishment of the ALP. If this happens, the contract and the rider will terminate.

- **I A a R:** You must be invested in one of the approved investment options. These funds are expected to reduce our financial risks and expenses associated with certain living benefits. Although the funds' investment strategies may help mitigate declines in your contract value due to declining equity markets, the funds' investment strategies may also curb your contract value gains during periods of positive performance by the equity markets. Additionally, investment in the funds may decrease the number and amount of any benefit base increase opportunities. (See "The Variable Account and the Funds: Volatility and Volatility Management Risk with the Portfolio Stabilizer funds" section.) We reserve the right to add, remove or substitute approved investment options in the future. This requirement limits your choice of investment options. You may allocate qualifying purchase payments and applicable purchase payment credits to the Special DCA fixed account, when available (see "The Special DCA Fixed Account"), and we will make monthly transfers into the investment option you have chosen. This means you will not be able to allocate contract value to all of the subaccounts or the regular fixed account that are available under the contract to contract owners who do not elect the rider. (See "Making the Most of Your Contract — Portfolio Navigator Program and Portfolio Stabilizer Funds.") You may make two elective investment option changes per contract year; we reserve the right to limit elective investment option changes if required to comply with the written instructions of a fund (see "Market Timing").

  You can allocate your contract value to any available investment options during the following times: (1) prior to your first withdrawal and (2) following a benefit reset as described below but prior to any subsequent withdrawal. During these accumulation phases, you may request to change your model portfolio (if applicable) or investment option to any available investment option.

  Immediately following a withdrawal your contract value will be reallocated to the target investment option as shown in your contract if your current investment option is more aggressive than the target investment option. This automatic reallocation is not included in the total number of allowed model changes per contract year and will not cause your rider fee to increase. The target investment option is currently the Moderate investment option. We reserve the right to change the target investment option to an investment option that is more aggressive than the current target investment option after 30 days written notice.

  After you have taken a withdrawal and prior to any benefit reset as described below, you are in a withdrawal phase. During withdrawal phases you may request to change your investment option to the target investment option or any investment option t300(o)0(r)-300(any)]TJT*[V000.v3.9(esevestment)-3ny s00(right)t t2Tc[r)-13sevestmen-300(option)-300(and00

(f) the RALP will be recalculated as the reset ALP less all prior withdrawals made during the current contract year, but not be less than zero.

You may request to change your investment option by written request on an authorized form or by another method agreed to by us.

- **L ♦a♦ , P [a . O♦ [R [, [[C ♦[a♦:** You may elect only the _ r_ r _– Single Life rider or the _ r_ r _– Joint Life rider. If you elect the _ r_ r _rider, you may not elect the Accumulation Benefit rider.
- **N -Ca a :** Once elected, the _ r_ r _rider may not be cancelled (except as provided under "Rider Termination" heading below) and the fee will continue to be deducted until the contract or rider is terminated or the contract value reduces to zero (described below). Dissolution of marriage does not terminate the _ r_ r _– Joint Life rider and will not reduce the fee we charge for this rider. The benefit under the _ r_ r _– Joint Life rider continues for the covered spouse who is the owner of the contract (or annuitant in the case of nonnatural ownership). The rider will terminate at the death of the contract owner (or annuitant in the case of nonnatural ownership) because the original spouse will be unable to elect the spousal continuation provision of the contract (see "Joint Life only: Covered Spouses" below).
- ***Joint Life:*** Limitations on Contract Owners, Annuitants and Beneficiaries: Since the joint life benefit will terminate unless the surviving covered spouse continues the contract under the spousal continuation provision of the contract upon the owner's death, only ownership arrangements that permit such continuation are allowed at rider issue. In general, the covered spouses should be joint owners, or one covered spouse should be the owner and the other covered spouse should be named as the sole primary beneficiary. You are responsible for establishing ownership arrangements that will allow for spousal continuation.

  If you select the _ r_ r _– Joint Life rider, please consider carefully whether or not you wish to change the beneficiary of your annuity contract. The rider will terminate if the surviving covered spouse can not utilize the spousal continuation provision of the contract when the death benefit is payable.
- **L ♦a♦ , P [a Pa ♦, :** We reserve the right to limit the cumulative amount of purchase payments, which may limit your ability to make additional purchase payments to increase your contract value as you may have originally intended. Currently, we limit the cumulative additional purchase payments to $100,000.
- **I♦ [a♦ ♦ T♦a F[A ♦ (TFA) ♦[a♦ [, :** The TFA is the amount you are allowed to surrender from the contract in each contract year without incurring a surrender charge (see "Charges — Surrender Charge"). The TFA may be greater than the RBP or RALP under this rider. Any amount you withdraw in a contract year under the contract's TFA provision that exceeds the RBP or RALP is subject to the excess withdrawal processing described below for the GBA, RBA and ALP.

You should consult your tax advisor before you select this optional rider if you have any questions about the use of the rider in your tax situation because:

- **Ta C , [a♦ , - [N a - A ♦ , :** Under current federal income tax law, withdrawals under nonqualified annuities, including withdrawals taken from the contract under the terms of the rider, are treated less favorably than amounts received as annuity payments under the contract (see "Taxes — Nonqualified Annuities"). Withdrawals are taxable income to the extent of earnings. Withdrawals of earnings before age 59½ may incur a 10% IRS early withdrawal penalty and may also be considered taxable income. You should consult your tax advisor before you select this optional rider if you have any questions about the use of the rider in your tax situation.
- **Ta C , [a♦ , - [Q a - A ♦ , :** Qualified annuities have minimum distribution rules that govern the timing and amount of distributions from the annuity contract (see "Taxes — Qualified Annuities — Required Minimum Distributions"). If you have a qualified annuity, you may need to take an RMD that exceeds the guaranteed amount of withdrawal available under the rider and such withdrawals may reduce future benefits guaranteed under the rider. While the rider permits certain excess withdrawals to be made for the purpose of satisfying RMD requirements for your contract alone without reducing future benefits guaranteed under the rider, there can be no guarantee that changes in the federal income tax law after the effective date of the law fedeQDll300(the)Rying RMD under a(income)-30in t2i-R Distribution00(of)-300(ear)t ex300(the)-300(a1Tf18.1571)mountgoven30-spous-300(exehiay)-300(utur)-13.9(e)-300(benadvisor)

K a SecureSource a :

W a a : The amount by which your contract value is reduced as a result of any withdrawal request. It may differ from the amount of your request due to any surrender charge.

Wa : The period of time starting on the rider effective date during which the annual step-up is not available if you take withdrawals. The current waiting period is three years.

G a a B A (GBA): The total cumulative withdrawals guaranteed by the rider under the basic withdrawal benefit. The maximum GBA is $5,000,000. The GBA cannot be withdrawn and is not payable as a death benefit. It is an interim value used to calculate the amount available for withdrawals each year under the basic withdrawal benefit (see "Guaranteed Benefit Payment" below). At any time, the total GBA is the sum of the individual GBAs associated with each purchase payment.

T GBA a , a a a :

- *A* — the GBA is equal to the initial purchase payment, plus any purchase payment credit.
- *m r m* — each additional purchase payment has its own GBA equal to the amount of the purchase payment, plus any purchase payment credit.
- *A* — (see "Annual Step-up" and "Spousal Continuation Step-up" headings below).
- *BA r r* — the GBA that is associated with that RBA will also be set to zero.
- *m r n r* — Any prior annual step-ups will be reversed. Step-up reversal means that the GBA associated with each purchase payment will be reset to the amount of that purchase payment, plus any purchase payment credit. The step-up reversal will only happen once during the waiting period, when the first withdrawal is made.
- *m r m m r :*
  - (a) *r B* — the GBA remains unchanged. If there have been multiple purchase payments, both the total GBA and each payment's GBA remain unchanged.
  - (b) *r r B* — **GBA a a a GBA.** If the withdrawal is made during the waiting period, the excess withdrawal processing is applied AFTER any previously applied annual step-ups have been reversed.

GBA EXCESS WITHDRAWAL PROCESSING

The total GBA will automatically be reset to the lesser of (a) the total GBA immediately prior to the withdrawal; or (b) the contract value immediately following the withdrawal. If there have been multiple purchase payments, each payment's GBA after the withdrawal will be reset to equal that payment's RBA after the withdrawal plus (a) times (b), where:

- (a) is the ratio of the total GBA after the withdrawal less the total RBA after the withdrawal to the total GBA before the withdrawal less the total RBA after the withdrawal; and
- (b) is each payment's GBA before the withdrawal less that payment's RBA after the withdrawal.

R a B A (RBA): Each withdrawal you make reduces the amount that is guaranteed by the rider as future withdrawals. At any point in time, the RBA equals the amount of GBA that remains available for withdrawals for the remainder of the contract's life, and total RBA is the sum of the individual RBAs associated with each purchase payment. The maximum RBA is $5,000,000.

T RBA a , a a a :

- *A* — the RBA is equal to the initial purchase payment plus any purchase payment credit.
- *m r m* — each additional purchase payment has its own RBA initially set equal to that payment's GBA (the amount of the purchase payment, plus any purchase payment credit).
- *A* — (see "Annual Step Up" and "Spousal Continuation Step Up" headings below).
- *m r n r* — Any prior annual step ups will be reversed. Step up reversal means that the RBA associated with each purchase payment will be reset to the amount of that purchase payment, plus any purchase payment credit. The step up reversal will only happen once during the waiting period, when the first withdrawal is made.
- *m r m m r :*
  - (a) *r B* — the total RBA is reduced by the amount of the withdrawal. If there have been multiple purchase payments, each payment's RBA is reduced in proportion to its RBP.
  - (b) *r r B* — **RBA a a a RBA.** Please note—

RBA EXCESS WITHDRAWAL PROCESSING

The total RBA will automatically be reset to the lesser of (a) the contract value immediately following the withdrawal, or (b) the total RBA immediately prior to the withdrawal, less the amount of the withdrawal.

If there have been multiple purchase payments, both the total RBA and each payment's RBA will be reset. The total RBA [illegible] RBA [illegible] and the amount available for future withdrawals for the remainder of the contract's life may be reduced by more than the amount of withdrawal. When determining if a withdrawal will result in the excess withdrawal processing, the applicable RBP will not yet reflect the amount of the current withdrawal.

Single Life only: **[illegible]:** The person whose life is used to determine when the ALP is established, and the duration of the ALP payments (see "Annual Lifetime Payment (ALP)" heading below). The covered person is the oldest contract owner. If the owner is a nonnatural person, e.g., a trust or corporation, the covered person is the oldest annuitant. A spousal continuation or a change of contract ownership may reduce the amount of the lifetime withdrawal benefit and may change the covered person.

Joint Life only: **[illegible]:** The contract owner and his or her legally married spouse as defined under federal law, as named on the application and as shown in the contract for as long as the marriage is valid and in effect. If the contract owner is a nonnatural person (e.g., a trust), the covered spouses are the annuitant and the legally married spouse of the annuitant. The covered spouses lives are used to determine when the ALP is established, and the duration of the ALP payments (see "Annual Lifetime Payment (ALP)" heading below). The covered spouses are established on the rider effective date and cannot be changed.

[illegible] (ALPAA):

- ***Single Life:*** The covered person's age after which time the lifetime benefit can be established. Currently, the lifetime benefit can be established on the later of the contract effective date or the contract anniversary date on/following the date the covered person reaches age 68.
- ***Joint Life:*** The age of the younger covered spouse at which time the lifetime benefit is established.

[illegible] (ALP): Once established, the ALP under the lifetime withdrawal benefit is at any time the amount available for withdrawals in each contract year after the waiting period until the later of:

- ***Single Life:*** death; or
- ***Joint Life:*** death of the last surviving covered spouse; or
- the RBA is reduced to zero.

The maximum ALP is $300,000. Prior to establishment of the ALP, the lifetime withdrawal benefit is not in effect and the ALP is zero.

During the waiting period, the guaranteed annual lifetime withdrawal amount may be less than the ALP due to the limitations the waiting period imposes on your ability to utilize both annual step-ups and withdrawals (see "Waiting Period" heading above). The guaranteed annual lifetime withdrawal amount during the waiting period is equal to the value of the RALP at the beginning of the contract year.

T [illegible] ALP [illegible]:

- ***Single Life:*** [illegible] 68 the ALP is established as 6% of the total RBA.
- ***Joint Life:*** [illegible] 5.5% [illegible] BA [illegible]:
  - (a) [illegible] 68.
  - (b) [illegible] 68.
  - (c) [illegible]
    - (1) [illegible] 68; [illegible]
    - (2) [illegible] 68; [illegible]
    - (3) [illegible] 68.
  - (d) [illegible]
    - (1) [illegible] 68; [illegible]
    - (2) [illegible] 68.
- When you make additional purchase payments — each additional purchase payment increases the ALP by:
- ***Single Life:*** 6%;
- ***Joint Life:*** 5.5%

of the sum of the purchase payment plus any purchase payment credits.

- *[illegible]* — (see "Annual Step-up" and "Spousal Continuation Step-up" headings below).
- ***Single Life:*** *[illegible]* — (see "Spousal Option to Continue the Contract" and "Contract Ownership Change" headings below).
- *[illegible]* — Any prior annual step-ups will be reversed. Step-up reversal means that the ALP will be reset to equal total purchase payments plus any purchase payment credit, multiplied by;
- ***Single Life:*** 6%;
- ***Joint Life:*** 5.5%

The step-up reversal will only happen once during the waiting period, when the first withdrawal is made.

- When you make a withdrawal at any time and the amount withdrawn is:
  - (a) *[illegible]* — the ALP remains unchanged.
  - (b) *[illegible]* — **ALP [illegible] ALP.** If the withdrawal is made during the waiting period, the excess withdrawal processing is applied AFTER any previously applied annual step-ups have been reversed.

ALP EXCESS WITHDRAWAL PROCESSING

The ALP is reset to the lesser of the ALP immediately prior to the withdrawal, or:

- ***Single Life:*** *6%;*
- ***Joint Life*****:** 5.5%

of the contract value immediately following the withdrawal.

R[illegible] A[illegible] L[illegible] Pa[illegible] (RALP): The amount available for withdrawal for the remainder of the contract year under the lifetime withdrawal benefit. During the waiting period, when the guaranteed annual withdrawal amount may be

R M D (RMD): If you are taking RMDs from your contract and the RMD calculated separately for your contract is greater than the RBP or the RALP on the most recent contract anniversary, the portion of the RMD that exceeds the RBP or RALP on the most recent rider anniversary will not be subject to excess withdrawal processing provided that the following conditions are met:

- The RMD is for your contract alone;
- The RMD is based on your recalculated life expectancy taken from the Uniform Lifetime Table under the Code; and
- The RMD amount is otherwise based on the requirements of section 401(a)(9), related Code provisions and regulations thereunder that were in effect on the effective date of the rider.

RMD rules follow the calendar year which most likely does not coincide with your contract year and therefore may limit when you can take your RMD and not be subject to excess withdrawal processing.

Withdrawal amounts greater than the RBP or RALP on the contract anniversary date that do not meet these conditions will result in excess withdrawal processing as described above. See Appendix E for additional information.

S - Da : The date any step-up becomes effective, and depends on the type of step-up being applied (see “Annual Step-up” and “Spousal Continuation Step-up” headings below).

A a S - : Beginning with the first contract anniversary, an increase of the GBA, RBA, GBP, RBP, ALP and/or RALP values may be available. A step-up does not create contract value, guarantee the performance of any investment option, or provide a benefit that can be withdrawn or paid upon death. Rather, a step-up determines the current values of the GBA, RBA, GBP, RBP, ALP and RALP, and may extend the payment period or increase the allowable payment.

The annual step-up may be available as described below, subject to the following rules:

- The annual step-up is effective on the step-up date.
- Only one step-up is allowed each contract year.
- If you take any withdrawals during the waiting period, any previously applied step-ups will be reversed and the Annual step-up will not be available until the end of the waiting period.
- On any rider anniversary where the RBA or, if established, the ALP would increase and the application of the step-up would not increase the rider charge, the annual step-up will be automatically applied to your contract, and the step-up date is the contract anniversary date.
- If the application of the step-up would increase the rider charge, the annual step-up is not automatically applied. Instead, you have the option to step-up for 30 days after the contract anniversary as long as either the contract value is greater than the total RBA or:
- ***Single Life:*** 6%;
- ***Joint Life:*** 5.5%

of the contract value is greater than the ALP, if established, on the step-up date. If you exercise the elective annual of the contract value on the step-up date.

- The RALP will be reset as follows:
  - (a) During the waiting period and prior to any withdrawals, the RALP will not be affected by the step-up.
  - (b) At any other time, the RALP will be reset to the increased ALP less all prior withdrawals made in the current contract year, but not less than zero.

[illegible]:

Single Life: If a surviving spouse elects to continue the contract and continues the contract as the new owner under the spousal continuation provision of the contract, the SecureSource – Single Life rider also continues. When the spouse elects to continue the contract, any remaining waiting period is cancelled and any waiting period limitations on withdrawals and step-ups terminate; if the covered person changes due to a spousal continuation the GBA, RBA, GBP, RBP, ALP and RALP values are affected as follows:

- The GBA, RBA and GBP values remain unchanged.
- The RBP is automatically reset to the GBP less all prior withdrawals made in the current contract year, but not less than zero.
- *[illegible] 68 [illegible]* — the ALP will be established on the contract anniversary following the date the covered person reaches age 68 as the lesser of the RBA or the contract anniversary value, multiplied by 6%. The RALP will be established on the same date equal to the ALP.
- *[illegible] 68 [illegible]* — the ALP will be established on the date of continuation as the lesser of the RBA or the contract value, multiplied by 6%. The RALP will be established on the same date in an amount equal to the ALP less all prior withdrawals made in the current contract year, but not less than zero.
- *[illegible] 68 [illegible]* — the ALP and RALP will be automatically reset to zero for the period of time beginning with the date of continuation and ending with the contract anniversary following the date the covered person reaches age 68. At the end of this time period, the ALP will be reset to the lesser of the RBA or the anniversary contract value, multiplied by 6%, and the RALP will be reset to the ALP.
- *[illegible] 68 [illegible]* — the ALP will be automatically reset to the lesser of the current ALP or 6% of the contract value on the date of continuation. The RALP will be reset to the ALP less all prior withdrawals made in the current contract year, but not less than zero.

Please note that the lifetime withdrawal benefit amount may be reduced as a result of the spousal continuation.

Joint Life: If a surviving spouse is a covered spouse and elects the spousal continuation provision of the contract as the new owner, the SecureSource – Joint Life rider also continues. When the spouse elects to continue the contract, any remaining waiting period is cancelled and any waiting period limitations on withdrawals and step-ups terminate. The surviving covered spouse can name a new beneficiary, however, a new covered spouse cannot be added to the rider.

[illegible]: At the time of spousal continuation, a step-up may be available. All annual step-up rules (see "Annual Step-Up" heading above), other than those that apply to the waiting period, also apply to the spousal

(c) ***Joint Life:*** wait until the rider anniversary following the date the younger covered spouse reaches age 68, and then receive the ALP annually until the latter of (i) the death of the last surviving covered spouse, or (ii) the RBA is reduced to zero.

We will notify you of this option. If no election is made, the ALP will be paid.

2) The ALP has been established and the contract value reduces to zero as a result of fees or charges, or a withdrawal that is less than or equal to both the RBP and the RALP. In this scenario, you can choose to receive:

(a) the remaining schedule of GBPs until the RBA equals zero; or

(b) ***Single Life:*** the ALP annually until the latter of (i) the death of the covered person, or (ii) the RBA is reduced to zero; or

(c) ***Joint Life:*** the ALP annually until the latter of (i) the death of the last surviving covered spouse, or (ii) the RBA is reduced to zero.

We will notify you of this option. If no election is made, the ALP will be paid.

3) The ALP has been established and the contract value falls to zero as a result of a withdrawal that is greater than the RALP but less than or equal to the RBP. In this scenario, the remaining schedule of GBPs will be paid until the RBA equals zero.

4) The ALP has been established and the contract value falls to zero as a result of a withdrawal that is greater than the RBP but less than or equal to the RALP. In this scenario, the ALP will be paid annually until the death of the:

- ***Single Life:*** covered person;
- ***Joint Life:*** last surviving covered spouse.

Under any of these scenarios:

- The annualized amounts will be paid to you in the frequency you elect. You may elect a frequency offered by us at the time payments begin. Available payment frequencies will be no less frequent than annually;
- We will no longer accept additional purchase payments;
- You will no longer be charged for the rider;
- Any attached death benefit riders will terminate; and
- ***Single Life:*** The death benefit becomes the remaining payments, if any, until the RBA is reduced to zero.
- ***Joint Life:*** If the owner had been receiving the ALP, upon the first death the ALP will continue to be paid annually until the later of: 1) the death of the last surviving covered spouse or 2) the RBA is reduced to zero. In all other situations the death benefit becomes the remaining payments, if any, until the RBA is reduced to zero.

The SecureSource rider and the contract will terminate under either of the following two scenarios:

- If the contract value falls to zero as a result of a withdrawal that is greater than both the RALP and the RBP. This is full surrender of the contract value.
- If the contract value falls to zero as a result of a withdrawal that is greater than the RALP but less than or equal to the RBP, and the total RBA is reduced to zero.

A D a :

Single Life: If the contract value is greater than zero when the death benefit becomes payable, the beneficiary may: 1) elect to take the death benefit under the terms of the contract, 2) take the fixed payout option available under this rider, or 3) continue the contract under the spousal continuation provision of the contract above.

If the contract value equals zero and the death benefit becomes payable, the following will occur:

- If the RBA is greater than zero and the owner has been receiving the GBP each year, the GBP will continue to be paid to the beneficiary until the RBA equals zero.

Joint Life: If the death benefit becomes payable at the death of a covered spouse, the surviving covered spouse must utilize the spousal continuation provision of the contract and continue the contract as the new owner to continue the joint benefit. If spousal continuation is not available under the terms of the contract, the rider terminates. The lifetime benefit of this rider ends at the death of the last surviving covered spouse.

If the contract value is greater than zero when the death benefit becomes payable, the beneficiary may: 1) elect to take the death benefit under the terms of the contract, 2) take the fixed payout option available under this rider, or 3) continue the contract under the spousal continuation provision of the contract above.

If the contract value equals zero at the first death of a covered spouse, the ALP will continue to be paid annually until

This option may not be available if the contract is issued to qualify under section 403 or 408 of the Code, as amended. For such contracts, this option will be available only if the number of years it will take to deplete the RBA by paying the GBP each year is less than the life expectancy of the owner at the time the option becomes effective. Such life expectancy will be computed using a life expectancy table published by the IRS.

This annuity payout option may also be elected by the beneficiary of a contract as a settlement option if payments begin no later than one year after your death and the payout period does not extend beyond the beneficiary's life or life expectancy. Whenever multiple beneficiaries are designated under the contract, each such beneficiary's share of the proceeds if they elect this option will be in proportion to their applicable designated beneficiary percentage. Beneficiaries of nonqualified contracts may elect this settlement option subject to the distribution requirements of the contract. We reserve the right to adjust the remaining schedule of GBPs if necessary to comply with the Code.

RIDER TERMINATION

The SecureSource rider cannot be terminated either by you or us except as follows:

1. ***Single Life:*** After the death benefit is payable the rider will terminate if:
   (a) any one other than your spouse continues the contract, or
   (b) your spouse does not use the spousal continuation provision of the contract to continue the contract.
2. ***Joint Life:*** After the death benefit is payable the rider will terminate if:
   (a) any one other than a covered spouse continues the contract, or
   (b) a covered spouse does not use the spousal continuation provision of the contract to continue the contract.
3. Annuity payouts under an annuity payout plan will terminate the rider.
4. Termination of the contract for any reason will terminate the rider.

If you withdraw less than the allowed partial withdrawal amount in a contract year, the unused portion cannot be carried over to the next contract year. As long as your partial withdrawals in each contract year do not exceed the annual partial withdrawal amount allowed under the rider, and there has not been a contract ownership change or spousal continuation of the contract, the guaranteed amounts available for partial withdrawals are protected (i.e. will not decrease).

If you withdraw more than the allowed partial withdrawal amount in a contract year, we call this an “excess withdrawal” under the rider. Excess withdrawals trigger an adjustment of a benefit’s guaranteed amount, which may cause it to be reduced (see “GBA Excess Withdrawal Processing”, “RBA Excess Withdrawal Processing”, and “ALP Excess Withdrawal Processing” headings below).

Please note that each of the two benefits has its own definition of the allowed annual withdrawal amount. Therefore, a partial withdrawal may be considered an excess withdrawal for purposes of the lifetime withdrawal benefit only, basic benefit only, or both.

If your withdrawals exceed the greater of the RBP or the RALP, surrender charges under the terms of the contract may apply (see “Charges – Surrender Charges”). The amount we actually deduct from your contract value will be the amount you request plus any applicable surrender charge. We pay you the amount you request. Any partial withdrawals you take under the contract will reduce the value of the death benefits. (see “Benefits in Case of Death” and “Optional Benefits”). Upon full surrender of the contract, you will receive the remaining contract value less any applicable charges (see “Surrenders”).

The rider’s guaranteed amounts can be increased at the specified intervals if your contract value has increased. An annual step up feature is available at each contract anniversary, subject to certain conditions, and may be applied automatically to your contract or may require you to elect the step up (see “Annual Step Up” heading below). If you exercise the annual step up election, the spousal continuation step up election (see “Spousal Continuation Step Up” heading below) or change your PN program investment option, the rider charge may increase (see “Charges”).

If you take withdrawals during the waiting period, any prior steps ups applied will be reversed and step ups will not be available until the end of waiting period. You may take withdrawals after the waiting period without reversal of prior step ups.

You should consider whether the GWB for Life rider is appropriate for you because:

You will begin paying the rider charge as of the rider effective date, even if you do not begin taking withdrawals for many years. It is possible that your contract performance, fees and charges, and withdrawal pattern may be such that your contract value will not be depleted in your lifetime and you will not receive any monetary value under the rider.

- **[illegible]:** The lifetime withdrawal benefit is subject to certain limitations, including but not limited to:
  - (a) Once the contract equals zero, payments are made for as long as the oldest owner or, if an owner is a nonnatural person, the oldest annuitant, is living (see “If Contract Value Reduces to Zero” heading below). However, if the contract value is greater than zero, the guaranteed lifetime withdrawal benefit terminates when a death benefit becomes payable (see “At Death” heading below). Therefore, if there are multiple contract owners, the rider may terminate or the lifetime benefit may be reduced. When one of the contract owners dies the benefit terminates even though other contract owners are still living, (except if the contract is continued under the spousal continuation provision of the contract).
  - (b) Excess withdrawals can reduce the ALP to zero even though the GBA, RBA, GBP and/or RBP values are greater than zero. If the both the ALP and the contract value are zero, the lifetime withdrawal benefit will terminate.
  - (c) When the lifetime withdrawal benefit is first established, the initial ALP is based on the basic withdrawal benefit’s RBA at that time (see “Annual Lifetime Payment (ALP)” heading below), unless there has been a spousal continuation or ownership change. Any withdrawal you take before the ALP is established reduces the RBA and therefore may result in a lower amount of lifetime withdrawals you are allowed to take.
  - (d) Withdrawals can reduce both the contract value and the RBA to zero prior to the establishment of the ALP. If this happens, the contract and the GWB for Life rider will terminate.
- **[illegible]:** You must be invested in one of the approved investment options. These funds are expected to reduce our financial risks and expenses associated with certain living benefits. Although the funds’ investment strategies may help mitigate declines in your contract value due to declining equity markets, the funds’ investment strategies may also curb your contract value gains during periods of positive performance by the equity markets. Additionally, investment in the funds may decrease the number and amount of any benefit base increase opportunities. (See “The Variable Account and the Funds: Volatility and Volatility Management Risk with the Portfolio Stabilizer funds” section.) We reserve the right to add, remove or substitute approved investment options at any time and in our sole discretion in the future. This requirement limits your choice of investments. You may allocate qualifying purchase payments and applicable purchase payment credits to the Special DCA fixed account, when available (see “The Special DCA Fixed Account”), and we will make monthly transfers into the investment option you

account that are available under the contract to contract owners who do not elect this rider. (See “Making the Most of Your Contract — Portfolio Navigator Program and Portfolio Stabilizer Funds.”) We reserve the right to limit the number of investment options from which you can select based on the dollar amount of purchase payments you make.

- **L a P a Pa :** We reserve the right to limit the cumulative amount of purchase payments, which may limit your ability to make additional purchase payments to increase your contract value as you may have originally intended. Currently, we restrict cumulative subsequent purchase payments to $100,000.
- **L a P a O R C a :** If you select the GWB for Life rider, you may not elect the Accumulation Benefit rider.
- **N -Ca a :** Once elected, the GWB for Life rider may not be cancelled and the fee will continue to be deducted until the contract is terminated, the contract value reduces to zero (described below) or annuity payouts begin.
- **I a T a F A (TFA) a :** The TFA is the amount you are allowed to withdraw from the contract in each contract year without incurring a surrender charge (see “Charges — Surrender Charge”). The TFA may be greater than the RBP or RALP under this rider. Any amount you withdraw under the contract’s TFA provision that exceeds the RBP or RALP is subject to the excess withdrawal processing described below for the GBA, RBA and ALP.

You should consult your tax advisor before you select this optional rider if you have any questions about the use of this rider in your tax situation.

- **Ta C a N a A :** Under current federal income tax law, withdrawals under nonqualified annuities, including partial withdrawals taken from the contract under the terms of this rider, are treated less favorably tT*[pr)-Q00(Considerations)-300/.(TFA) conureeuse
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- *A [illegible]* — (see “Annual Step Up” and “Spousal Continuation Step Up” headings below).
- *[illegible] BA [illegible]* — the GBA that is associated with that RBA will also be set to zero.
- *[illegible]* — Any prior annual step-ups will be reversed. Step up reversal means that the GBA associated with each purchase payment will be reset to the amount of that purchase payment plus any purchase payment credit. The step up reversal will only happen once during the waiting period, when the first partial withdrawal is made.
- *[illegible]:*

  (a) *[illegible] B* — the GBA remains unchanged. If there have been multiple purchase payments, both the total GBA and each payment’s GBA remain unchanged.

  (b) *[illegible] B* — **GBA [illegible] a a [illegible] a [illegible] GBA**. If the partial withdrawal is made during the waiting period, the excess withdrawal processing is applied AFTER any previously applied annual step ups have been reversed.

GBA EXCESS WITHDRAWAL PROCESSING

The total GBA will automatically be reset to the lesser of (a) the total GBA immediately prior to the excess withdrawal; or (b) the contract value immediately following the withdrawal.

If there have been multiple purchase payments, each payment’s GBA after the withdrawal will be reset to equal that payment’s RBA after the withdrawal plus (a) times (b), where:

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During the waiting period, the guaranteed annual withdrawal amount may be less than the GBP due to the limitations the waiting period imposes on your ability to utilize both annual step ups and withdrawals (see “Waiting Period” heading above). The guaranteed annual withdrawal amount during the waiting period is equal to the value of the RBP at the beginning of the contract year.

The GBP is determined at the following times, calculated as described:

- *A* [illegible] — the GBP is established as 7% of the GBA value.
- *A* [illegible]

A a L Pa (ALP): Once established, the ALP at any time is the amount available for withdrawals in each contract year after the waiting period until the later of death (see "At Death" heading below), or the RBA is reduced to zero, under the lifetime withdrawal benefit. The maximum ALP is $300,000. Prior to establishment of the ALP, the lifetime withdrawal benefit is not in effect and the ALP is zero.

During the waiting period, the guaranteed annual lifetime withdrawal amount may be less than the ALP due to the limitations the waiting period imposes on your ability to utilize both annual step-ups and withdrawals (see "Waiting

R M D (RMD): If you are taking RMDs from this contract and the RMD calculated separately for this contract is greater than the RBP or the RALP on the most recent contract anniversary, the portion of the RMD that exceeds the RBP or RALP will not be subject to excess withdrawal processing provided that the following conditions are met:

- The RMD is the life expectancy RMD for this contract alone; and
- The RMD amount is based on the requirements of the Code section 401(a)(9), related Code provisions and regulations thereunder that were in effect on the effective date of this rider.

RMD rules follow the calendar year which most likely does not coincide with your contract year and therefore may limit when you can take your RMD and not be subject to excess withdrawal processing.

Withdrawal amounts greater than the RBP or RALP on the contract anniversary date that do not meet these conditions will result in e-14.8(ovided)-300(that)-300(the)-300(f)0(ollowing)tDi0(lated)abovessing.

[illegible]: If a surviving spouse elects to continue the contract and continues the contract as the new owner under the spousal continuation provision of the contract, the GWB for Life rider also continues. When the spouse elects to continue the contract, any remaining waiting period is cancelled; the covered person will be re-determined and is the covered person referred to below; and the GBA, RBA, GBP, RBP, ALP and RALP values are affected as follows:

- The GBA, RBA, and GBP values remain unchanged.
- The RBP is automatically reset to the GBP less all prior withdrawals made in the current contract year, but not less than zero.
- *[illegible] 68 [illegible]* — the ALP will be established on the contract anniversary following the date the covered person reaches age 68 as the lesser of the RBA or the anniversary contract value, multiplied by 6%. The RALP will be established on the same date equal to the ALP.
- *[illegible] 68 [illegible]* — the ALP will be established on the date of continuation as the lesser of the RBA or the contract value, multiplied by 6%. The RALP will be established on the same date in an amount equal to the ALP less all prior partial withdrawals made in the current contract year, but will never be less than zero.
- *[illegible] 68 [illegible]* — the ALP and RALP will be automatically reset to zero for the period of time beginning with the date of continuation and ending with the contract anniversary following the date the covered person reaches age 68. At the end of this time period, the ALP will be reset to the lesser of the RBA or the anniversary contract value, multiplied by 6%, and the RALP will be reset to the ALP.
- *[illegible] 68 [illegible]* — the ALP will be automatically reset to the lesser of the current ALP or 6% of the contract value on the date of continuation. The RALP will be reset to the ALP less all prior withdrawals made in the current contract year, but not less than zero.

Please note that the lifetime withdrawal benefit amount may be reduced as a result of the spousal continuation.

[illegible]: If a surviving spouse elects to continue the contract, another elective step up option

We will notify you of this option. If no election is made, the ALP will be paid.

time period ends during the waiting period and prior to any withdrawals, the RALP will be reset to the lesser of the ALP or total purchase payments plus any purchase payment credits, multiplied by 6%. If the time period ends at any other time, the RALP will be reset to the ALP.

- A ... 68 ... date — the ALP and the RALP will be reset on the ownership change date. The ALP will be reset to the lesser of the current ALP or 6% of the contract value. If the ownership change date occurs during the waiting period and prior to a withdrawal, the RALP will be reset to the lesser of the ALP or total purchase payments plus purchase payment credits, multiplied by 6%. If the ownership change date occurs at any other time, the RALP will be reset to the ALP less all prior withdrawals made in the current contract year but not less than zero.

Please note that the lifetime withdrawal benefit amount may be reduced as a result of the ownership change.

R a B A Pa O : Several annuity payout plans are available under the contract. As an alternative to these annuity payout plans, a fixed annuity payout option is available under the GWB for Life rider.

Under this option the amount payable each year will be equal to the remaining schedule of GBPs, but the total amount paid over the life of the annuity will not exceed the current total RBA at the time you begin this fixed annuity payout option. These annualized amounts will be paid in the frequency that you elect. The frequencies will be among those offered by us at that time but will be no less frequent than annually. If, at the death of the owner, total payments have been made for less than the RBA, the remaining payments will be paid to the beneficiary (see “The Annuity Payout Period” and “Taxes”).

This option may not be available if the contract is issued to qualify under Section 403 or 408 of the Code. For such contracts, this option will be available only if the number of years it will take to deplete the RBA by paying the GBP each year is less than the life expectancy of the owner at the time the option becomes effective. Such life expectancy will be computed using a life expectancy table published by the IRS.

This annuity payout option may also be elected by the beneficiary of a contract as a settlement option if payments begin no lat-300(iract)-300(as)-30aion-30000(the)-300(I)0(RS.)]TJ0-hebe elected be

Appendix H: Example — Withdrawal Benefit Riders: Electing Step-Up or Spousal Continuation Step-up

[illegible]

[illegible] 65 [illegible]

- You own a RiverSource variable annuity with a withdrawal benefit rider. You are currently invested in the Variable Portfolio — Moderately Aggressive Portfolio (Class 2) (a Portfolio Navigator fund) with a current rider fee of 0.65%.

  Your Contract Value (CV) is $100,000 and your withdrawal benefit rider currently provides the following benefits:

  1) You can withdraw $6,000 a year for the rest of your life. This is your Annual Lifetime Payment. Or
  2) You can withdraw $7,000 a year until you have withdrawn a total of $100,000. This is your Guaranteed Benefit Payment.

  Based on your current CV, you will pay a rider fee of approximately $650 on your next annuity contract anniversary.

- The annual fee for this rider has increased to 0.95% for clients invested in the Variable Portfolio — Moderately Aggressive Portfolio (Class 2).

  The following compares certain options available to you. Changes to rider values or fees are presented for two different scenarios where your CV increases to either $110,000 or $101,000 over the contract year:

1) [illegible]

	CV - $110,000	CV - $101,000
Increase in Annual Lifetime Payment	$600	$60
Increase in Guaranteed Benefit Payment	$700	$70
Increase in Annual Rider Fee	0.30%	0.30%
Increase in Annual Contract Charge	$330	$303

Automatic Step-ups will continue on your next anniversary (if available under your rider).

2) [illegible]

	CV - $110,000	CV - $101,000
Increase in Annual Lifetime Payment	$0	$0
Increase in Guaranteed Benefit Payment	$0	$0
Increase in Annual Rider Fee	0%	0%
Increase in Annual Contract Charge	$65	$6.50

Your rider fee will not change, although the dollar amount of your annual charge will change as your CV changes. On your next anniversary, you will again have the option to elect the step-up (lock in contract gains)

3) [illegible]

	CV - $110,000	CV - $101,000
Increase in Annual Lifetime Payment	$600	$60
Increase in Guaranteed Benefit Payment	$700	$70
Increase in Annual Rider Fee	0%	0%
Increase in Annual Contract Charge	$65	$6.50

Your rider fee will not change, although the dollar amount of your annual charge will change as your CV changes. Automatic Step-ups will continue on your next anniversary (if available under your rider).

[illegible]

[illegible]

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