

INSURED PERSON [RICHARD ROE]



EQUITABLE

POLICY OWNER [RICHARD ROE]

**INDIVIDUAL INDEXED
UNIVERSAL LIFE INSURANCE
POLICY**

POLICY NUMBER [XX XXX XXX]

**EQUITABLE FINANCIAL LIFE INSURANCE COMPANY OF AMERICA, A STOCK COMPANY
HOME OFFICE: [2999 NORTH 44TH STREET, SUITE 250, PHOENIX, ARIZONA 85018]
[(800) 777-6510]**

We will pay the Insurance Benefit of this policy and provide its other benefits and rights in accordance with its provisions.

This is a flexible premium universal life insurance policy with index-linked interest options. You can, within limits:

- pay premiums at any time and in any amount;
- change the face amount of insurance or the death benefit option; and
- transfer amounts among the Guaranteed Interest Account and optional Indexed Accounts.

These rights and benefits are subject to the terms and conditions of this policy.

Read Your Policy Carefully. It is a legal contract between you and Equitable Financial Life Insurance Company of America.

Right to Examine Policy. You may examine this policy and if for any reason you are not satisfied with it, you may cancel it by returning it with a written request for cancellation to our Administrative Office or to the agent who sold it to you by the 10th day after you receive it. If you do this, we will refund the premiums that were paid minus any outstanding loan and accrued loan interest. The policy shall be void from the beginning and the parties shall be in the same position as if no policy had been issued.

This is a Flexible Premium Universal Life Insurance Policy with Index-Linked Interest Options. The Insurance Benefit is payable upon the death of the insured person while this policy is in force. You may pay premiums while the insured person is living and not yet attained age 121. The values provided by this policy that are in the Guaranteed Interest Account and the Holding Accounts are based on declared interest rates. The values provided by this policy that are in any Segments in the Indexed Accounts are based, in part, on interest rates linked to an external index; while your values in any Segments in the Indexed Accounts may be affected by an external Index, your policy does not directly participate in any investments underlying the Index. This is a non-participating policy.

Mark Pearson, Chairman of the Board and Chief Executive Officer]

Jose R. Gonzalez, Chief Legal Officer and Secretary]

In this policy:

“We,” “our” and “us” mean Equitable Financial Life Insurance Company of America.

“You” and “your” mean the owner of this policy.

Unless otherwise stated, all references to interest in this policy are effective annual rates of interest.

Attained age means age on the birthday nearest to the beginning of the current policy year.

Administrative Office:

The address of our Administrative Office is shown on Page 4. You should send correspondence to that office. Premium payments should be sent to the address listed on your billing notice.

Copies of the application for this policy and any additional benefit riders are attached to the policy.

SUMMARY

The premiums you pay, after deductions, are put into your Policy Account; these are called net premiums. You may allocate your net premiums to the Guaranteed Interest Account and to optional Indexed Accounts. However, we will first deposit net premiums you allocate to an Indexed Account into the corresponding Holding Account associated with it.

The portion of your Policy Account in the Guaranteed Interest Account and Holding Accounts will accumulate, after deductions, at rates we declare periodically; these rates will not be less than the Guaranteed Minimum Interest Rate shown on Page 3 of this policy.

During a Segment Term, the portion of your Policy Account in any Segments in the Indexed Accounts will accumulate, after deductions, at the Segment Guaranteed Minimum Annual Interest Rate, if any, shown in the “Policy Information” section of this policy for each indexed option. We will apply any Index-Linked Credit, based on the performance of an external Index, to any Segments in the Indexed Accounts on the Segment Maturity Date, subject to a Growth Cap Rate and Participation Rate as described in this policy. We may offer Choice versions of certain Indexed Accounts with higher Growth Cap Rates and an additional policy charge.

If death benefit Option A is in effect, the death benefit is the base policy face amount. If death benefit Option B is in effect, the death benefit is the base policy face amount *plus* the amount in your Policy Account. Under either option, the death benefit will never be less than a percentage of your Policy Account as stated in the “Base Policy Death Benefit” provision.

The Insurance Benefit of this policy is payable upon the death of the insured person while this policy is in force.

We take monthly deductions from your Policy Account to cover the cost of the benefits provided by this policy and the cost of any benefits provided by riders to this policy. If you give up this policy for its Net Cash Surrender Value or if this policy terminates at the end of a grace period, we may deduct a surrender charge from your Policy Account.

This is only a summary of what this policy provides. You should read all of it carefully. Its terms govern your rights and our obligations.

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| <p>Alabama Department of Insurance 201 Monroe Street, Suite 502 P. O. Box 303351 Montgomery, Alabama 36130-3351 Tel. 334-269-3550 Fax: 334-241-4192</p> | <p>Alaska Division of Insurance 550 West 7th Avenue, Suite 1560 Anchorage, Alaska 99501-3567 Tel: 907-269-7900 Fax: 907-269-7910</p> | <p>Arkansas Department of Insurance 1200 West Third Street Little Rock, Arkansas 72201-1904 Tel. 501-371-2600 Fax. 501-371-2618</p> |
| <p>Arizona Department of Insurance 2910 North 44th Street, Suite 210 Phoenix, Arizona 85018-7269 Tel. 602-364-3100 Fax 602-364-2400</p> | <p>California Department of Insurance Main Phone: 800-927-4357</p> | <p>Colorado Division of Insurance 1560 Broadway, Suite 850 Denver, Colorado 80202 Tel. 303-894-7499 Fax 303-894-7455</p> |
| <p>Connecticut Insurance Department 153 Market Street, 7th Floor Hartford, Connecticut 06103 Tel. 860-297-3800 Fax 860-297-3872</p> | <p>Delaware Department of Insurance Main Phone: 302-674-7300</p> | <p>District of Columbia Department of Insurance Securities and Banking 1050 First Street, NE, 801 Washington, DC 20002 (202) 727-8000</p> |
| <p>Florida Department of Financial Services Consumer Services Division Main Phone: 877-693-5236</p> | <p>Georgia Office of Insurance and Safety Fire Commissioner 2 Martin Luther King, Jr. Drive West Tower, Suite 704 Atlanta, Georgia 30334 Tel. 404-656-2070 Fax 404-656-8542</p> | <p>Hawaii Insurance Division Dept. of Commerce & Consumer Affairs 335 Merchant Street, Room 213 P.O. Box 3614 Honolulu, Hawaii 96811-3614 Tel. 808-586-2790 Fax 808-586-2806</p> |
| <p>Idaho Department of Insurance 700 West State Street, 3rd Floor P.O. Box 83720 Boise, Idaho 83720-0043 Tel: 208-334-4250 Fax: 208-334-4398</p> | <p>Illinois Department of Insurance 320 West Washington Street Springfield, Illinois 67267-0001 Tel. 217-782-4515 Fax. 217-782-5020</p> | <p>Indiana Department of Insurance 311 W. Washington Street, Suite 300 Indianapolis, Indiana 46204-2787 Tel. 317-232-2385 Fax 317-232-5251</p> |
| <p>Iowa Insurance Division Two Ruan Center 601 Locust, 4th Floor Des Moines, Iowa 50309-3738 Tel. 515-281-5705 Fax 515-281-3059</p> | <p>Kansas Department of Insurance 420 S.W. 9th Street Topeka, Kansas 66612-1678 Tel. 785-296-3071 Fax 785-296-7805</p> | <p>Kentucky Department of Insurance 215 West Main Street P.O. Box 517 Frankfort, Kentucky 40602-0517 Tel. 502-564-3630 Fax 502-564-1453</p> |
| <p>Louisiana Department of Insurance 1702 North 3rd Street P.O. Box 94214 Baton Rouge, Louisiana 70802 Tel. 225-342-5900 Fax. 225-342-8622</p> | <p>Maine Bureau of Insurance 34 State House Station Augusta, Maine 04333-0034 Tel. 207-624-8475 Fax 207-624-8599</p> | <p>Maryland Insurance Administration 200 St. Paul Place, Suite 2700 Baltimore, Maryland 21202-2272 Tel. 410-468-2000 Fax 410-468-2020</p> |
| <p>Massachusetts Divisions of Insurance 1000 Washington Street, Suite 810 Boston, Massachusetts 02118-6200 Tel. 617-521-7794 Fax 617-753-6830</p> | <p>Michigan Dept. of Insurance and Financial Services 530 West Allegan Street, 7th Floor P.O. Box 30220 Lansing, Michigan 48909-7720 Tel. 877-999-6442 Fax 517-284-8837</p> | <p>Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 Tel. 651-539-1600 Fax 651-539-1547</p> |
| <p>Mississippi Department of Insurance 1001 Woolfolk State Office Bldg. 501 North West Street Jackson, Mississippi 39201 Tel. 800-562-2957 Fax 601-359-2474</p> | <p>State of Missouri Department of Insurance Financial Institutes and Professional Registration 301 West High Street, Room 530 P. O. Box 690 Jefferson City, Missouri 65102-0690 Tel. 573-751-4126/Fax 573-526-4898</p> | <p>Office of the Montana State Auditor, Commissioner of Securities and Insurance 840 Helena Avenue Helena, Montana 59601 Tel. 406-444-2040 Fax 406-444-3497</p> |

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| <p>Nebraska Department of Insurance Terminal Building 941 O Street, Suite 400 P.O. Box 82089 Lincoln, Nebraska 68501-2089 Tel. 402-471-2201 Fax 402-471-4610</p> | <p>Nevada Division of Insurance 1818 E. College Parkway, Suite 103 Carson City, Nevada 89706 Tel. 775-687-0700 Fax 775-687-0787</p> | <p>New Hampshire Insurance Department 21 South Fruit Street, Suite 14 Concord, New Hampshire 03301 Tel. 603-271-2261 Fax 603-271-1406</p> |
| <p>New Jersey Department of Banking and Insurance 20 West State Street P. O. Box 325 Trenton, New Jersey 08625-0325 Tel. 609-292-7272 Fax 609-777-0508</p> | <p>New Mexico Office of Superintendent of Insurance P.O. Box 1689 1120 Paseo de Peralta Santa Fe, New Mexico 87504-1689 Tel. 505-827-4601 Fax 505-827-4734</p> | <p>Department of Financial Services Attn: Consumer Assistance Unit One Commerce Plaza Albany, NY 12257 Tel. 800-242-3736</p> |
| <p>North Carolina Dept. of Insurance Dobbs Building 430 N. Salisbury Street 1201 Mail Service Center Raleigh, North Carolina 27699-1201 Tel. 919-807-6750 Fax 919-715-1156</p> | <p>North Dakota Insurance Department Main Phone: 800-247-0560</p> | <p>Ohio Department of Insurance 50 W. Town Street Third Floor – Suite 300 Columbus, Ohio 43215-1067 Tel. 614-644-2658 Fax 614-644-3743</p> |
| <p>Oklahoma Insurance Department Five Corporate Plaza 3625 N.W. 56th Street, Suite 100 Oklahoma City, Oklahoma 73112 Tel. 405-521-2828 Fax 405-521-6635</p> | <p>Oregon Department of Consumer and Business Services 350 Winter Street NE, Room 410 P. O. Box 14480 Salem, Oregon 97309-0405 Tel. 503-947-7984 Fax 503-378-4351</p> | <p>Pennsylvania Insurance Department 1326 Strawberry Square, 13th Floor Harrisburg, Pennsylvania 17120 Tel. 717-787-2317 Fax 717-787-8585</p> |
| <p>Puerto Rico Office of the Commissioner of Insurance 361 Calle Calaf PO Box 195415 San Juan, PR 00919 Tel. 787-304-8686 Fax 787-723-6082</p> | <p>Rhode Island Department of Business Regulation Insurance Regulation Division 1511 Pontiac Avenue, Building 69-2 Cranston, Rhode Island 02920 Tel. 401-462-9520 Fax 401-462-9602</p> | <p>South Carolina Department of Insurance 1201 Main Street, Suite 1000 P.O. Box 100105 Columbia, South Carolina 29202-3105 Tel. 803-737-6180 Fax 803-737-6231</p> |
| <p>South Dakota Insurance Department Main Phone: 605-773-3101</p> | <p>Tennessee Dept. of Commerce & Ins. Davy Crockett Tower, Fifth Floor 500 James Robertson Parkway Nashville, Tennessee 37243-0565 Tel. 615-741-6007 Fax 615-532-2788</p> | <p>Texas Department of Insurance 333 Guadalupe Street P.O. Box 149104 Austin, Texas 78714-9104 Tel. 800-252-3439 Fax 512-490-1003</p> |
| <p>Utah Department of Insurance State Office Building, Room 3110 450 North State Street Salt Lake City, Utah 84114-6901 Tel. 801-538-3800 Fax 801-538-3829</p> | <p>Virginia State Corporation Commission Bureau of Insurance Tyler Building, 6th Floor 1300 East Main Street Richmond, Virginia 23219 Tel. 804-371-9741 Fax 804-371-9873</p> | <p>Washington State Office of the Insurance Commissioner 5000 Capitol Boulevard SE P.O. Box 40255 Olympia, Washington 98504-0257 Tel. 360-725-7000 Fax 360-586-2574</p> |

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| <p>West Virginia offices of the Insurance Commissioner West Virginia Lottery Building 900 Pennsylvania Avenue P.O. Box 50540 Charleston, West Virginia 25305- 0540 Tel. 304-558-3386 Fax 304-558-0412</p> | <p>Wyoming Department of Insurance 106 East 6th Avenue Cheyenne, Wyoming 82002-0440 Tel. 307-777-7401 Fax 307-777-2446</p> | |
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SPECIMEN

POLICY INFORMATION

INSURED PERSON [RICHARD ROE]
POLICY OWNER [RICHARD ROE]
FACE AMOUNT OF BASE POLICY [\$50,000]
DEATH BENEFIT [OPTION A] (SEE PAGE 6)
POLICY NUMBER [XX XXX XXX] ISSUE AGE [35]
BENEFICIARY [MARGARET ROE] SEX [MALE]
REGISTER DATE [JULY 1, 2020] RATING CLASS: [STANDARD NON-TOBACCO USER]
[DATE OF ISSUE 08/05/2021]

The life insurance qualification test is the [Guideline Premium Test].

The minimum base policy face amount is [\$50,000].

We will not permit a requested increase or reduction in the base policy face amount unless it is at least [\$10,000].

We will not permit a requested base policy face amount increase if the insured person has reached an attained age higher than [85]. This maximum age is based on the current rating class of the insured person, and may vary based on the rating class at the time of the increase.

A minimum initial premium payment of [\$56.99] is due on or before delivery of the policy. Each premium payment thereafter must be at least [\$50.00].

The planned periodic premium of [\$100.00] is payable [quarterly].

The Guaranteed Minimum Interest Rate we credit to the portion of your Policy Account in the Guaranteed Interest Account and Holding Accounts is 2% per year. The Segment Guaranteed Minimum Annual Interest Rate for the Segments, if any, is shown on the following pages for each indexed option.

The maximum difference between the annual interest rate we credit to the loaned portion of the Guaranteed Interest Account and the annual loan interest rate we charge is [1%].

The minimum loan amount is [\$500].

The minimum partial withdrawal amount is [\$500].

[The planned periodic premium shown above may not be sufficient to continue the policy and life insurance coverage in force. The period for which the policy and coverage will continue in force will depend on changes in: (1) the amount, timing and frequency of premium payments; (2) the face amount and death benefit option; (3) the interest credited to the Guaranteed Interest Account and each Holding Account; (4) the Index-Linked Rates of Return used in calculating the Index-Linked Credit included in any Segment Value on the Segment Maturity Date; (5) the Growth Cap Rates and Participation Rates; (6) the monthly deductions from the Policy Account for this policy and any benefits provided by riders to this policy; and (7) loan and partial withdrawal activity.]

POLICY INFORMATION CONTINUED—POLICY NUMBER 1[XX XXX XXX]
S&P 500 PRICE RETURN INDEXED OPTION WITH [1-YEAR SEGMENT TERM]
[EFFECTIVE DATE 08/05/2021]

[THIS REPLACES ANY PREVIOUS POLICY INFORMATION PAGE REGARDING THIS INDEXED OPTION]

SEGMENT MINIMUM AMOUNT: [NONE]

**INDEXED OPTION
MAXIMUM LIMIT:** [NONE]

SEGMENT START DATE: [Generally, the 15th of each calendar month. The Segment Start Date for new Segments starting in a particular month is the second Business Day after the 13th calendar day of that month.]

SEGMENT MATURITY DATE: [Generally, the 14th of the calendar month in which the Segment Term ends. The Segment Maturity Date for Segments maturing in a calendar month is the first Business Day after the 13th calendar day of that month.]

**SEGMENT GUARANTEED MINIMUM
ANNUAL INTEREST RATE:** [0.00%]

**GUARANTEED MINIMUM
PARTICIPATION RATE:** [100%]

**GUARANTEED MINIMUM
GROWTH CAP RATE:** [3%]

SEGMENT CUT-OFF DATE: [The last Business Day prior to the Segment Start Date.]

INDEX: [S&P 500 Price Return index] [The value of the Index excludes dividends.]

CREDITING METHOD: [Annual Point-to-Point Method]

See the “S&P 500 Disclosure” for information about the Index.

[INDEX PERFORMANCE RATE: In determining whether any Index-Linked Credit will be included in the Segment Value on the Segment Maturity Date, we first calculate the Index Performance Rate, which is $(B) \div (A) - 1$, where:

(A) is the value of the Index at the close of business on the Segment Start Date, and

(B) is the value of the Index at the close of business on the Segment Maturity Date.

We determine the value of the Index at the close of business, which is the end of a Business Day.]

[INDEX-LINKED RATE OF RETURN: The Index-Linked Rate of Return is equal to [the lesser of (A x B) and (C)] - (D), with the result never allowed to be less than zero, where:

(A) is the Index Performance Rate;

(B) is the Participation Rate;

(C) is the Growth Cap Rate; and

(D) is the Segment Guaranteed Minimum Annual Interest Rate.]

(BrightLife® Grow, Series 159)

POLICY INFORMATION CONTINUED—POLICY NUMBER 1[XX XXX XXX]
S&P 500 PRICE RETURN INDEXED OPTION WITH [3-YEAR SEGMENT TERM]
[EFFECTIVE DATE 08/05/2021]

[THIS REPLACES ANY PREVIOUS POLICY INFORMATION PAGE REGARDING THIS INDEXED OPTION]

SEGMENT MINIMUM AMOUNT: [NONE]

**INDEXED OPTION
MAXIMUM LIMIT:** [NONE]

SEGMENT START DATE: [Generally, the 15th of each calendar month. The Segment Start Date for new Segments starting in a particular month is the second Business Day after the 13th calendar day of that month.]

SEGMENT MATURITY DATE: [Generally, the 14th of the calendar month in which the Segment Term ends. The Segment Maturity Date for Segments maturing in a calendar month is the first Business Day after the 13th calendar day of that month.]

**SEGMENT GUARANTEED MINIMUM
ANNUAL INTEREST RATE:** [0.00%]

**CUMULATIVE SEGMENT GUARANTEED
MINIMUM INTEREST RATE:** [0.00 %]

**GUARANTEED MINIMUM
PARTICIPATION RATE:** [100%]

**GUARANTEED MINIMUM
GROWTH CAP RATE:** [10%]

SEGMENT CUT-OFF DATE: [The last Business Day prior to the Segment Start Date.]

INDEX: [S&P 500 Price Return index] [The value of the Index excludes dividends.]

CREDITING METHOD: [3-Year Point-to-Point Method]

See the “S&P 500 Disclosure” for information about the Index.

[INDEX PERFORMANCE RATE: In determining whether any Index-Linked Credit will be included in the Segment Value on the Segment Maturity Date, we first calculate the Index Performance Rate, which is $(B) \div (A) - 1$, where:

(A) is the value of the Index at the close of business on the Segment Start Date, and

(B) is the value of the Index at the close of business on the Segment Maturity Date.

We determine the value of the Index at the close of business, which is the end of a Business Day.]

[INDEX-LINKED RATE OF RETURN: The Index-Linked Rate of Return is equal to [the lesser of (A x B) and (C)] - (D), with the result never allowed to be less than zero, where:

(A) is the Index Performance Rate;

(B) is the Participation Rate;

(C) is the Growth Cap Rate; and

(D) is the Cumulative Segment Guaranteed Minimum Interest Rate.]

POLICY INFORMATION CONTINUED—POLICY NUMBER 1[XX XXX XXX]
RUSSELL 2000 PRICE RETURN INDEXED OPTION WITH [1-YEAR SEGMENT TERM]
[EFFECTIVE DATE 08/05/2021]

[THIS REPLACES ANY PREVIOUS POLICY INFORMATION PAGE REGARDING THIS INDEXED OPTION]

SEGMENT MINIMUM AMOUNT: [NONE]

**INDEXED OPTION
MAXIMUM LIMIT:** [NONE]

SEGMENT START DATE: [Generally, the 15th of each calendar month. The Segment Start Date for new Segments starting in a particular month is the second Business Day after the 13th calendar day of that month.]

SEGMENT MATURITY DATE: [Generally, the 14th of the calendar month in which the Segment Term ends. The Segment Maturity Date for Segments maturing in a calendar month is the first Business Day after the 13th calendar day of that month.]

**SEGMENT GUARANTEED MINIMUM
ANNUAL INTEREST RATE:** [0.00%]

**GUARANTEED MINIMUM
PARTICIPATION RATE:** [100%]

**GUARANTEED MINIMUM
GROWTH CAP RATE:** [3%]

SEGMENT CUT-OFF DATE: [The last Business Day prior to the Segment Start Date.]

INDEX: [Russell 2000 Price Return index] [The value of the Index excludes dividends.]

CREDITING METHOD: [Annual Point-to-Point Method]

See the “Russell 2000 Disclosure” for information about the Index.

[INDEX PERFORMANCE RATE: In determining whether any Index-Linked Credit will be included in the Segment Value on the Segment Maturity Date, we first calculate the Index Performance Rate, which is $(B) \div (A) - 1$, where:

- (A) is the value of the Index at the close of business on the Segment Start Date, and
- (B) is the value of the Index at the close of business on the Segment Maturity Date.

We determine the value of the Index at the close of business, which is the end of a Business Day.]

[INDEX-LINKED RATE OF RETURN: The Index-Linked Rate of Return is equal to [the lesser of (A x B) and (C)] - (D), with the result never allowed to be less than zero, where:

- (A) is the Index Performance Rate;
- (B) is the Participation Rate;
- (C) is the Growth Cap Rate; and
- (D) is the Segment Guaranteed Minimum Annual Interest Rate.]

(BrightLife® Grow, Series 159)

POLICY INFORMATION CONTINUED—POLICY NUMBER 1[XX XXX XXX]
MSCI EAFE PRICE RETURN INDEXED OPTION WITH [1-YEAR SEGMENT TERM]
[EFFECTIVE DATE 08/05/2021]

[THIS REPLACES ANY PREVIOUS POLICY INFORMATION PAGE REGARDING THIS INDEXED OPTION]

SEGMENT MINIMUM AMOUNT: [NONE]

**INDEXED OPTION
MAXIMUM LIMIT:** [NONE]

SEGMENT START DATE: [Generally, the 15th of each calendar month. The Segment Start Date for new Segments starting in a particular month is the second Business Day after the 13th calendar day of that month.]

SEGMENT MATURITY DATE: [Generally, the 14th of the calendar month in which the Segment Term ends. The Segment Maturity Date for Segments maturing in a calendar month is the first Business Day after the 13th calendar day of that month.]

**SEGMENT GUARANTEED MINIMUM
ANNUAL INTEREST RATE:** [0.00%]

**GUARANTEED MINIMUM
PARTICIPATION RATE:** [100%]

**GUARANTEED MINIMUM
GROWTH CAP RATE:** [3%]

SEGMENT CUT-OFF DATE: [The last Business Day prior to the Segment Start Date.]

INDEX: [MSCI EAFE Price Return index] [The value of the Index excludes dividends.]

CREDITING METHOD: [Annual Point-to-Point Method]

See the “MSCI EAFE Disclosure” for information about the Index.

[INDEX PERFORMANCE RATE: In determining whether any Index-Linked Credit will be included in the Segment Value on the Segment Maturity Date, we first calculate the Index Performance Rate, which is $(B) \div (A) - 1$, where:

(A) is the value of the Index at the close of business on the Segment Start Date, and

(B) is the value of the Index at the close of business on the Segment Maturity Date.

We determine the value of the Index at the close of business, which is the end of a Business Day.]

[INDEX-LINKED RATE OF RETURN: The Index-Linked Rate of Return is equal to [the lesser of (A x B) and (C)] - (D), with the result never allowed to be less than zero, where:

(A) is the Index Performance Rate;

(B) is the Participation Rate;

(C) is the Growth Cap Rate; and

(D) is the Segment Guaranteed Minimum Annual Interest Rate.]

(BrightLife® Grow, Series 159)

POLICY INFORMATION CONTINUED—POLICY NUMBER 1[XX XXX XXX]

DEFINITIONS RELATING TO INDEXED ACCOUNTS

[EFFECTIVE DATE 08/05/2021]

[THESE PAGES REPLACE ANY PREVIOUS POLICY INFORMATION PAGES CONTAINING DEFINITIONS RELATING TO INDEXED ACCOUNTS]

[Average Monthly Balance: The average of the ending monthly Segment Principal Amounts (as of the same calendar day of each month as the Segment Maturity Date) for the duration of the Segment Term.

Business Day: Generally, any day the New York Stock Exchange is open for trading, ending at 4:00 p.m. Eastern Standard Time (or as of an earlier close of regular trading).

Cumulative Segment Guaranteed Minimum Interest Rate: The Segment Guaranteed Minimum Annual Interest Rate compounded for the number of years in the Segment Term. The Cumulative Segment Guaranteed Minimum Interest Rate is shown in the “Policy Information” section of this policy for each indexed option, if applicable.

Growth Cap Rate: The maximum rate of return that will be used to determine the Index-Linked Credit. We will determine the Growth Cap Rate for each Segment of each Indexed Account on or before the Segment Start Date. We may determine the Growth Cap Rate at any time prior to the Segment Start Date. The Growth Cap Rate will not change for that Segment during the Segment Term.

However, the Growth Cap Rate may be different for each new Segment of each Indexed Account. Any change in such rate will be in accordance with the “Changes in Policy Cost Factors” provision of this policy, but such rate will never be less than the Guaranteed Minimum Growth Cap Rate shown in the “Policy Information” section of this policy for each indexed option.

Holding Account: The portion of an Indexed Account that temporarily holds net premiums and other amounts you allocate or transfer to the corresponding indexed option.

Index: The index upon which the Index-Linked Credit is based. The Index associated with each indexed option is shown in the “Policy Information” section of this policy.

Indexed Account: The portion of your Policy Account that is comprised of a Holding Account and Segments associated with any indexed option shown in the “Policy Information” section of this policy that you have chosen.

Indexed Option Maximum Limit: The maximum amount that can be included in all Segments of an Indexed Account. This amount is shown in the “Policy Information” section of this policy for each indexed option; however, we may change the Indexed Option Maximum Limit. We will notify you of any change in the Indexed Option Maximum Limit.

Index-Linked Credit: The amount included in the Segment Value on the Segment Maturity Date that is equal to the Segment’s Index-Linked Rate of Return multiplied by the Segment’s Average Monthly Balance on the Segment Maturity Date. Any Index-Linked Credit may be positive or zero, resulting in an increase or no change to your Policy Account.

Index-Linked Rate of Return: The rate of return that is used to calculate the Index-Linked Credit. Subject to the Participation Rate and Growth Cap Rate, the Index-Linked Rate of Return reflects any growth in the Index that exceeds the Segment Guaranteed Minimum Annual Interest Rate or Cumulative Segment Guaranteed Minimum Interest Rate, if applicable. The Index-Linked Rate of Return will never be less than zero. The formula used in the calculation of the Index-Linked Rate of Return is shown in the “Policy Information” section of this policy for each indexed option.

Index Performance Rate: The rate that represents the percentage change in an Index during a Segment Term for each Segment. The formula used in the calculation of the Index Performance Rate is shown in the “Policy Information” section of this policy for each indexed option.]

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POLICY INFORMATION CONTINUED—POLICY NUMBER 1[XX XXX XXX]

DEFINITIONS RELATING TO INDEXED ACCOUNTS

[EFFECTIVE DATE 08/05/2021]

[THESE PAGES REPLACE ANY PREVIOUS POLICY INFORMATION PAGES CONTAINING DEFINITIONS RELATING TO INDEXED ACCOUNTS]

[Participation Rate: The percentage of the Index Performance Rate that is used to calculate the Index-Linked Credit. We will determine the Participation Rate for each Segment of each Indexed Account on or before the Segment Start Date. We may determine the Participation Rate at any time prior to the Segment Start Date. The Participation Rate will not change for that Segment during the Segment Term. However, we may change the Participation Rate for new Segments, but such rate will never be less than the Guaranteed Minimum Participation Rate shown in the “Policy Information” section of this policy for each indexed option. Any change in such rate will be in accordance with the “Changes in Policy Cost Factors” provision of this policy.

Point-to-Point Method: The method that compares the value of the Index at two points in time: the Segment Start Date and Segment Maturity Date.

Segment: The portion of an Indexed Account that is associated with a particular Segment Start Date. A new Segment is established when an amount is transferred from a Holding Account into the Segment. In order for any amount to be transferred from a Holding Account into a new Segment on the Segment Start Date, all of the following conditions must be met on such date:

- (1) the annual interest rate currently being credited on the unloaned portion of the Guaranteed Interest Account on such date compounded for the number of years in a Segment Term must be less than the Growth Cap Rate we have determined for that Segment, minus the annualized monthly Segment Charge, if applicable, multiplied by the number years in a Segment Term;
- (2) the amount that is transferred from a Holding Account must at least equal the Segment Minimum Amount, if any;
- (3) the total amount allocated to your Segments in an Indexed Account on such date must be less than any Indexed Option Maximum Limit we may have established for that Indexed Account. Any amount in a corresponding Holding Account that is in excess of the Indexed Option Maximum Limit minus the total amount allocated to your Segments in that Indexed Account will not be transferred into a new Segment; and
- (4) your policy must not be in a grace period.

If any of the above conditions are not met, no transfers will occur. Any amounts not transferred will remain in a Holding Account and will earn interest at a rate not less than the Guaranteed Minimum Interest Rate shown on Page 3 of this policy.

Segment Cut-off Date: The Business Day by which your transaction requests (such as premium payments, premium allocations, transfers, changes in maturity reallocation instructions, and loan repayments) must be received by us in order to have any effect on the amount transferred into new Segments on the Segment Start Date. The Segment Cut-off Date for the Segments is shown in the “Policy Information” section of this policy for each indexed option.

Segment Guaranteed Minimum Annual Interest Rate: The guaranteed minimum annual interest rate for a Segment. The Segment Guaranteed Minimum Annual Interest Rate for the Segments, if any, is shown in the “Policy Information” section of this policy for each indexed option.]

(BrightLife® Grow, Series 159)

POLICY INFORMATION CONTINUED—POLICY NUMBER 1[XX XXX XXX]

DEFINITIONS RELATING TO INDEXED ACCOUNTS

[EFFECTIVE DATE 08/05/2021]

[THESE PAGES REPLACE ANY PREVIOUS POLICY INFORMATION PAGES CONTAINING DEFINITIONS RELATING TO INDEXED ACCOUNTS]

[Segment Maturity Date: The date on which a Segment Term is completed and the Index-Linked Credit for that Segment, if any, is included in the Segment Value. The Segment Maturity Date for the Segments is shown in the “Policy Information” section of this policy for each indexed option.

Segment Maturity Value: The Segment Value on the Segment Maturity Date which includes any Index-Linked Credit for that Segment.

Segment Minimum Amount: The minimum amount that is eligible for transfer into a Segment. This amount is shown in the “Policy Information” section of this policy for each indexed option; however, we may change the Segment Minimum Amount. We will notify you of any change in the Segment Minimum Amount.

Segment Principal Amount: The amount we initially transfer from a Holding Account into a new Segment on the Segment Start Date, subject to the conditions described in this policy. The Segment Principal Amount will be reduced by any subsequent monthly deductions, policy loans (if applicable), transfers, partial withdrawals, or other policy distributions we deem necessary that are allocated to a Segment in accordance with the terms of this policy. If any such reduction would exceed the Segment Principal Amount, the excess will be deducted from any Segment Guaranteed Minimum Annual Interest.

Segment Start Date: The date on which a Segment is established. The Segment Start Date for the Segments is shown in the “Policy Information” section of this policy for each indexed option. We may change the frequency with which we offer new Segments, may stop offering them, or temporarily may suspend offering them.

Segment Term: The duration of a Segment. The Segment Term for each Segment begins on its Segment Start Date and ends on its Segment Maturity Date. The Segment Term is shown in the “Policy Information” section of this policy for each indexed option.

Segment Value: The Segment Principal Amount increased by any: (1) Segment Guaranteed Minimum Annual Interest during a Segment Term and (2) Index-Linked Credit on the Segment Maturity Date.]

(BrightLife® Grow, Series 159)

POLICY INFORMATION CONTINUED—POLICY NUMBER 1[XX XXX XXX]

HOW INDEXED ACCOUNTS RELATE TO RIDERS OR ENDORSEMENTS ON YOUR POLICY

[EFFECTIVE DATE 08/05/2021]

[THIS REPLACES ANY PREVIOUS POLICY INFORMATION PAGE EXPLAINING HOW INDEXED ACCOUNTS RELATE TO RIDERS OR ENDORSEMENTS ON YOUR POLICY]

LOAN EXTENSION ENDORSEMENT

[If the Loan Extension Endorsement is included in your policy and if Loan Extension goes into effect: (i) in the event that the Policy Loan Endorsement is also included in your policy, loan interest will continue to be charged as described in its "Loan Interest" provision; however, any previous election of the alternate loan option that is still in effect will be immediately cancelled as described in its "Cancellation of your Election of the Alternate Loan Option" provision, and no subsequent election of the alternate loan option will be permitted; (ii) any remaining Segments will be terminated on the effective date of Loan Extension, and the Segment Values will be transferred to the unloaned portion of the Guaranteed Interest Account; and (iii) no Index-Linked Credit will apply to any Segments then in effect. While the policy is on Loan Extension: (i) no transfers to the Holding Accounts will be permitted, (ii) no new Segments will start, and (iii) any loan repayments you make will be allocated to the unloaned portion of the Guaranteed Interest Account.

ACCELERATED DEATH BENEFIT RIDER (for terminal illness)

If an Accelerated Death Benefit Rider is included with your policy, the following paragraph is added as the fifth paragraph of the "Effect of Accelerated Death Benefit Payment On The Policy" provision:

If your policy is a universal life insurance policy with index-linked interest options, and we pay an Accelerated Death Benefit under this policy:

1. if the Policy Loan Endorsement is included in your policy and if you have elected the alternate loan option and it is still in effect, the election will be cancelled as described in the "Cancellation of your Election of the Alternate Loan Option" provision of the Policy Loan Endorsement;
2. the portion of the Cash Surrender Value that is equal to the specified percentage of the lien will be treated as follows:

We will allocate the portion of the Cash Surrender Value that is equal to the specified percentage of the lien to your value in the unloaned portion of the Guaranteed Interest Account. If your value in the unloaned portion of the Guaranteed Interest Account is insufficient to fully cover this amount, then allocations and transfers of the remaining amount will be made as described below:

- (a) We will first allocate as much of the remaining amount as possible pro-rata to each Holding Account, based on the current value of each Holding Account.
- (b) If your values in the unloaned portion of the Guaranteed Interest Account and the Holding Accounts are insufficient to cover the portion of the Cash Surrender Value that is equal to the specified percentage of the lien, the remaining amount will then be allocated to any Segments then in effect on a pro-rata basis, based on the current Segment Values of such Segments.

The portion of the Cash Surrender Value that is equal to the specified percentage of the lien and is allocated to any Holding Accounts or Segments of the Indexed Accounts will be transferred to, and maintained as part of, the unloaned portion of the Guaranteed Interest Account.]

(BrightLife® Grow, Series 159)

POLICY INFORMATION CONTINUED—POLICY NUMBER 1[XX XXX XXX]

**HOW THE 2% INTEREST GUARANTEE ENDORSEMENT
RELATES TO OTHER ENDORSEMENTS OR RIDERS ON YOUR POLICY**

[EFFECTIVE DATE 08/05/2021]

**[THIS REPLACES ANY PREVIOUS POLICY INFORMATION PAGE EXPLAINING HOW THE 2% INTEREST
GUARANTEE ENDORSEMENT RELATES TO OTHER ENDORSEMENTS OR RIDERS ON YOUR POLICY]**

RETURN OF PREMIUM DEATH BENEFIT RIDER

[If a Return of Premium Death Benefit Rider is included in your policy, its charge will be a part of the monthly deductions from the Alternate Policy Account. The alternate total death benefit for the base policy and this rider, and the alternate death benefit of this rider used to compute the alternate monthly charge for this rider, are determined in the same manner as the total death benefit for the base policy and this rider, and the death benefit of this rider, respectively, as described in the “This Rider’s Benefit” provision of the rider, except that the terms “death benefit for the base policy” and “Policy Account” are replaced with the terms “Alternate Death Benefit for the base policy” and “Alternate Policy Account.” The monthly cost of insurance rates used in this calculation are the same as the current monthly cost of insurance rates we use under the rider.

The total death benefit for the base policy and this rider on the date of death of the insured person will be the greater of (1) the total death benefit for the base policy and this rider, as defined in the rider, on that date; or (2) the alternate total death benefit for the base policy and this rider, as defined in the preceding paragraph, on that date. The death benefit of this rider on that date is equal to any excess of the total death benefit so determined over the death benefit as defined in the “Death Benefit” provision of the 2% Interest Guarantee Endorsement on that date, where the latter is calculated prior to any adjustments for overdue monthly deductions or overdue alternate monthly deductions.

DISABILITY RIDER –WAIVER OF MONTHLY DEDUCTIONS

If a Disability Rider – Waiver of Monthly Deductions is included in your policy, its charge will be a part of the monthly deductions from the Alternate Policy Account. The alternate monthly charge for this rider is a percentage of the total monthly deduction for the administrative charge and all other benefits from the Alternate Policy Account. The percentages used in this calculation are the same as the current cost of insurance percentages we use under the rider for monthly deductions from the Policy Account.

We will waive the alternate monthly deductions from the Alternate Policy Account during total disability of the insured person under the same conditions as specified in the rider for which we will waive the monthly deductions from the Policy Account.

ACCELERATED DEATH BENEFIT RIDER (for terminal illness)

If an Accelerated Death Benefit Rider is included with your policy, the following sentences are added at the end of the first paragraph of the “Effect Of Accelerated Death Benefit Payment On The Policy” provision: “However, if your policy is a universal life insurance policy with index-linked interest options, the net cash surrender value and the net amount at risk for the purpose of this calculation are defined as follows: The net cash surrender value for this purpose is equal to the greater of (1) the Net Cash Surrender Value, as defined in the policy; or (2) the Alternate Net Cash Surrender Value, as defined in the 2% Interest Guarantee Endorsement. The net amount at risk for this purpose is equal to the greater of (3) the death benefit, as defined in the policy, or (4) the Alternate Death Benefit, as defined in the 2% Interest Guarantee Endorsement, minus the greater of (5) the policy account, as defined in the policy, or (6) the Alternate Policy Account, as defined in the 2% Interest Guarantee Endorsement.]

(BrightLife® Grow, Series 159)

POLICY INFORMATION CONTINUED—POLICY NUMBER 1[XX XXX XXX]

**HOW THE 2% INTEREST GUARANTEE ENDORSEMENT
RELATES TO OTHER ENDORSEMENTS OR RIDERS ON YOUR POLICY**

[EFFECTIVE DATE 08/05/2021]

**[THIS REPLACES ANY PREVIOUS POLICY INFORMATION PAGE EXPLAINING HOW THE 2% INTEREST
GUARANTEE ENDORSEMENT RELATES TO OTHER ENDORSEMENTS OR RIDERS ON YOUR POLICY]**

CASH VALUE PLUS RIDER

[If a Cash Value Plus Rider is included with your policy, the last paragraph of the “This Rider’s Benefit” provision of the rider is deleted and replaced by the following: “Any refund amount that would apply upon a complete surrender of this policy during the first three policy years will be included with the amount in your Policy Account to determine the death benefit, and the amount in your Alternate Policy Account to determine the Alternate Death Benefit, if it becomes payable during such time and is calculated as a percentage of the amount in your Policy Account or Alternate Policy Account, respectively.

The formulas used to compute the reduction of the surrender charge, the refund of a percentage of cumulative deductions from premium payments, and the amount payable upon a complete surrender will apply to both the Cash Surrender Value as defined in the policy and the Alternate Cash Surrender Value as defined in the 2% Interest Guarantee Endorsement. You will receive the greater of the amounts payable based upon the Cash Surrender Value or the Alternate Cash Surrender Value, minus any outstanding policy loan and accrued loan interest.

LOAN EXTENSION ENDORSEMENT

If the Loan Extension Endorsement is included in your policy, item (a) of section 1. of such endorsement is deleted and replaced by the following: “the Net Cash Surrender Value and Alternate Net Cash Surrender Value are not sufficient to cover their respective monthly deductions then due.”

POLICY LOAN ENDORSEMENT

If the Policy Loan Endorsement is included in your policy, the fourth paragraph of the “Effects of Your Election of the Alternate Loan Option on Policy Provisions” section of such endorsement is deleted and replaced by the following: “Any loan repayment will first be applied to reduce the loaned portion of the Indexed Accounts or the loaned unimpaired portion of the Alternate Policy Account if greater, with any remaining portion of the loan repayment being applied to reduce the loaned portion of the Guaranteed Interest Account.”

ACCELERATED DEATH BENEFIT FOR LONG-TERM CARE SERVICES RIDER*

If an Accelerated Death Benefit for Long-Term Care Services Rider is included with your policy, its charge will be part of the monthly deductions from the Alternate Policy Account. The alternate monthly charge for this rider is equal to the same current monthly rate per \$1000 as we use under this rider, times the alternate net amount at risk for this rider divided by \$1000. The alternate net amount at risk for this rider depends on the policy death benefit option. For death benefit Option A, the alternate net amount at risk for this rider is the lesser of (1) the current Face Amount minus your Alternate Policy Account value (but not less than zero) and (2) the current Long-Term Care Specified Amount. For death benefit Option B, the alternate net amount at risk for this rider is the current Long-Term Care Specified Amount. The alternate monthly charge for this rider will apply while this rider and policy are in effect, but not beyond the policy anniversary nearest the insured person’s 121st birthday. The alternate monthly charge for this rider will not be deducted while rider benefits are being paid. If you have elected the optional Nonforfeiture Benefit and coverage is continued as a Nonforfeiture Benefit, no additional alternate monthly charges for this rider will be due or payable thereafter.

If both the Net Cash Surrender Value and Alternate Net Cash Surrender Value are insufficient to cover their respective total monthly deductions for the base policy and any other riders while benefits under this rider are being paid, we will not lapse the policy.

*In Indiana, the rider is called “Long-Term Care Services Rider;” in Connecticut, the rider is called “Accelerated Death Benefit for Long-Term Care Benefits Rider.”

(BrightLife® Grow, Series 159)

POLICY INFORMATION CONTINUED—POLICY NUMBER 1[XX XXX XXX]

**HOW THE 2% INTEREST GUARANTEE ENDORSEMENT
RELATES TO OTHER ENDORSEMENTS OR RIDERS ON YOUR POLICY**

[EFFECTIVE DATE 08/05/2021]

**[THIS REPLACES ANY PREVIOUS POLICY INFORMATION PAGE EXPLAINING HOW THE 2% INTEREST
GUARANTEE ENDORSEMENT RELATES TO OTHER ENDORSEMENTS OR RIDERS ON YOUR POLICY]**

The last sentence of the first paragraph under the “Accumulated Benefit Lien Amount” provision of the rider is deleted and replaced by the following: “We will also reduce the Cash Surrender Value and the Alternate Cash Surrender Value as described in the “Effect of Rider Benefits on Policy” provision of this rider.”

The “Maximum Total Benefit” provision of the rider is deleted and replaced by the following: For death benefit Option A, the Maximum Total Benefit is equal to the current Long-Term Care Specified Amount. For death benefit Option B, the Maximum Total Benefit is equal to the greater of (1) the current Long-Term Care Specified Amount plus the Policy Account Value; and (2) the current Long-Term Care Specified Amount plus the Alternate Policy Account value. During any Period of Coverage, the Maximum Total Benefit is determined as of the first day of that Period of Coverage.

The first sentence and items 1 and 2 of the “Maximum Total Nonforfeiture Benefit” provision are deleted and replaced by the following:

If your coverage is continued as a Nonforfeiture Benefit, the Maximum Total Nonforfeiture Benefit will be the greatest of:

1. one month's Maximum Monthly Benefit; and
2. the sum of all monthly charges deducted for the Accelerated Death Benefit for Long-Term Care Services Rider with the Nonforfeiture Benefit. This excludes any such charges that have not been deducted while rider benefits were being paid; and
3. the sum of all alternate monthly charges deducted for the Accelerated Death Benefit for Long-Term Care Services Rider with the Nonforfeiture Benefit. This excludes any such alternate charges that have not been deducted while rider benefits were being paid.

For death benefit Option A, any partial Net Cash Surrender Value withdrawal will reduce the current Long-Term Care Specified Amount by the amount of the withdrawal, but not to less than the greater of: (1) the Policy Account Value minus the withdrawal amount; and (2) the Alternate Policy Account value minus the withdrawal amount. For death benefit Option B, the current Long-Term Care Specified Amount will not be reduced. A reduction resulting from a partial withdrawal will take effect on the date that the partial withdrawal takes effect.

The third and fourth items of subsection (A) entitled “During a Period of Coverage” under the “Effect of Rider Benefits on Policy” provision of the rider are deleted and replaced by the following:

3. Each Monthly Benefit Payment will increase the Accumulated Benefit Lien Amount by the amount of the payment (including any loan repayment). The Accumulated Benefit Lien Amount will be deducted from the base policy death benefit and the Alternate Death Benefit in determining the insurance benefit we will pay.
4. For purposes of determining the Cash Surrender Value and the Alternate Cash Surrender Value of this policy, the base policy face amount, the unloaned Policy Account Value, and the unloaned Alternate Policy Account value will each be reduced by a percentage. Such percentage will be equal to the Accumulated Benefit Lien Amount divided by (1) for death benefit Option A, the base policy face amount; (2) for death benefit Option B, the greater of (a) the base policy face amount plus the unloaned Policy Account Value and (b) the base policy face amount plus the unloaned Alternate Policy Account value. However, such percentage will not be more than 100%, and the unloaned Policy Account Value and the unloaned Alternate Policy Account value will not be reduced by more than the Accumulated Benefit Lien Amount.

Any applicable base policy surrender charge will be reduced on a pro-rata basis corresponding to the reduction in the base policy face amount. However, no pro-rata surrender charges for such reductions will be imposed.

(BrightLife© Grow, Series 159)

POLICY INFORMATION CONTINUED—POLICY NUMBER 1[XX XXX XXX]

**HOW THE 2% INTEREST GUARANTEE ENDORSEMENT
RELATES TO OTHER ENDORSEMENTS OR RIDERS ON YOUR POLICY**

[EFFECTIVE DATE 08/05/2021]

**[THIS REPLACES ANY PREVIOUS POLICY INFORMATION PAGE EXPLAINING HOW THE 2% INTEREST
GUARANTEE ENDORSEMENT RELATES TO OTHER ENDORSEMENTS OR RIDERS ON YOUR POLICY]**

The first item of subsection (B) entitled “After a Period of Coverage ends” under the “Effect of Rider Benefits on Policy” provision of the rider is deleted and replaced by the following:

1. The base policy face amount, the unloaned Policy Account Value, and the unloaned Alternate Policy Account value will each be reduced by a percentage. Such percentage will be equal to the Accumulated Benefit Lien Amount divided by (1) for death benefit Option A, the base policy face amount; (2) for death benefit Option B, the greater of (a) the base policy face amount plus the unloaned Policy Account Value and (b) the base policy face amount plus the unloaned Alternate Policy Account value. However, such percentage will not be more than 100%, and the unloaned Policy Account Value and unloaned Alternate Policy Account value will not be reduced by more than the Accumulated Benefit Lien Amount.

Any applicable base policy surrender charge will be reduced on a pro-rata basis corresponding to the reduction in the base policy face amount. However, no pro-rata surrender charges for such reductions will be imposed.

The last sentence of the above subsection (B) is deleted and replaced by the following: “If the reductions in the Policy Account Value and Alternate Policy Account value would each exceed the unloaned portion of the Policy Account and the unloaned portion of the Alternate Policy Account, respectively, this policy will terminate subject to the ‘Grace Period’ provision of the policy.”

Subsection (D) under the “Effect of Rider Benefits on Policy” provision of the rider is deleted and replaced by the following: “If both the Net Cash Surrender Value and Alternate Net Cash Surrender Value are insufficient to cover their respective total monthly deductions, the policy will terminate subject to the ‘Grace Period’ provision of the policy.”]

SPECIMEN

POLICY INFORMATION CONTINUED—POLICY NUMBER 1[XX XXX XXX]

S&P 500 DISCLOSURE

[EFFECTIVE DATE 08/05/2021]

[THIS REPLACES ANY PREVIOUS POLICY INFORMATION DISCLOSURE PAGE REGARDING THIS INDEX]

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(BrightLife® Grow, Series 159)

POLICY INFORMATION CONTINUED—POLICY NUMBER 1[XX XXX XXX]

RUSSELL 2000 DISCLOSURE

[EFFECTIVE DATE 08/05/2021]

[THIS REPLACES ANY PREVIOUS POLICY INFORMATION DISCLOSURE PAGE REGARDING THIS INDEX]

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(BrightLife®Grow, Series 159)

POLICY INFORMATION CONTINUED—POLICY NUMBER 1[XX XXX XXX]

MSCI EAFE DISCLOSURE

[EFFECTIVE DATE 08/05/2021]

[THIS REPLACES ANY PREVIOUS POLICY INFORMATION DISCLOSURE PAGE REGARDING THIS INDEX]

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POLICY INFORMATION CONTINUED—POLICY NUMBER 1[XX XXX XXX]

ADDITIONAL BENEFIT RIDERS

[EFFECTIVE DATE 08/05/2021]

[THIS REPLACES ANY PREVIOUS POLICY INFORMATION PAGE REGARDING ADDITIONAL BENEFIT RIDERS]

The additional benefit riders listed below are included in this policy:

[NO LAPSE GUARANTEE RIDER:

THE NO LAPSE GUARANTEE PERIOD IS [10]YEARS FROM THE REGISTER DATE.

THE NO LAPSE GUARANTEE ACCUMULATION RATE IS [3.5%] PER YEAR.

SEE NEXT PAGE FOR THE TABLE OF GUARANTEE PREMIUMS.

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POLICY INFORMATION CONTINUED—POLICY NUMBER [XX XXX XXX]

**TABLE OF GUARANTEE PREMIUMS
[EFFECTIVE DATE 08/05/2021]**

[THIS TABLE REPLACES ANY PREVIOUS TABLE OF GUARANTEE PREMIUMS]

[THE GUARANTEE PREMIUMS IN THE POLICY MONTH BEGINNING ON AUGUST 08, 2021 AND IN THE FIRST POLICY MONTH OF EACH POLICY YEAR THEREAFTER, ARE SHOWN IN THE TABLE BELOW.]

| <u>BENEFITS</u> | <u>MONTHLY PREMIUM</u> | <u>PREMIUM PERIOD</u> |
|--------------------|------------------------|-----------------------|
| No Lapse Guarantee | [\$19.04] | [10] YEARS |

You can, within limits, make premium payments at any time and in any amount. However, the monthly premiums shown above are used to determine whether the no lapse guarantee will prevent the policy from going into default as described in the No Lapse Guarantee Rider.

If the Net Cash Surrender value at the termination of the no lapse guarantee period shown above is not sufficient to cover total monthly deductions due at that time, this policy will terminate without value unless an additional payment is made.

SPECIMEN

POLICY INFORMATION CONTINUED—POLICY NUMBER 1[XX XXX XXX]

TABLE OF MAXIMUM DEDUCTIONS FROM PREMIUM PAYMENTS

[EFFECTIVE DATE 08/05/2021]

[THIS TABLE REPLACES ANY PREVIOUS TABLE OF MAXIMUM DEDUCTIONS FROM PREMIUM PAYMENTS]

Premium Charge:

We deduct an amount not to exceed [8%] from each premium payment.

ADMINISTRATIVE OFFICE:

FOR INFORMATION OR TO MAKE A COMPLAINT

EQUITABLE FINANCIAL LIFE INSURANCE COMPANY OF AMERICA

8501 IBM DRIVE, SUITE 150

CHARLOTTE, NC 28262

(800) 777-6510

www.equitable.com

We will notify you of any change in our address. We will not consider any correspondence you send to us as having been received until it is recorded at our Administrative Office.

Contact for Contract State. Please use the contact information on the attached listing if you need to contact the state insurance department where your policy was purchased.

(BrightLife® Grow, Series 159)

POLICY INFORMATION CONTINUED—POLICY NUMBER [XX XXX XXX]

TABLE OF MAXIMUM MONTHLY DEDUCTIONS FROM THE POLICY ACCOUNT

[EFFECTIVE DATE 08/05/2021]

[THIS TABLE REPLACES ANY PREVIOUS TABLE OF MAXIMUM MONTHLY DEDUCTIONS FROM THE POLICY ACCOUNT]

[EFFECTIVE AUGUST 5, 2021, THE INCREASED FACE AMOUNT EXCEEDS THE PREVIOUS HIGHEST FACE AMOUNT BY [XXXX.XXX.XX]. THEREFORE, AN ADDITIONAL GUARANTEED MAXIMUM ADMINISTRATIVE CHARGE OF [XXXX.XX] WILL BE DEDUCTED FROM YOUR POLICY ACCOUNT AT THE BEGINNING OF EACH POLICY MONTH UP TO ATTAINED AGE 121, IN ADDITION TO ANY ADMINISTRATIVE CHARGES THAT WERE PREVIOUSLY APPLICABLE. THE TOTAL GUARANTEED MAXIMUM MONTHLY ADMINISTRATIVE CHARGE IN EFFECT ON AUGUST 5, 2021 IS \$YYY,YYY.YY.]

| | | <u>[PERIOD]</u> |
|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| BASE POLICY COST OF INSURANCE CHARGE | Maximum monthly cost of insurance rate for the base policy (see Page 4.2) times thousands of base policy net amount at risk | [86 Years] |
| 5[SEGMENT CHARGE | [0.04166%] of any Segment Values in the [Choice] Indexed Accounts at the start of each policy month. This charge does not apply to other Indexed Accounts. | All Policy Years] |
| BASE POLICY ADMINISTRATIVE CHARGE | This charge is the sum of (1) a flat per policy charge; and (2) a per \$1,000 of face amount charge, as follows: | |
| Per Policy Charge | An amount not to exceed [\$15.00] at the start of each policy month for each policy year. | [86 Years] |
| Per \$1,000 of Face Amount Charge | An amount not to exceed [\$0.19] for each \$1,000 of initial base policy face amount at the start of each policy month. | [86 Years] |
| | After a requested face amount increase, we will also deduct at the start of each policy month a charge for each \$1,000 of face amount increase that exceeds the previous highest face amount. This charge is based on the attained age of the insured person and death benefit option on the date of the increase and will not exceed the amount per \$1,000 shown in the table on Page 4.1a. | To Attained Age 121 from the date of any increase |
| | Changes in the base policy face amount resulting from a change in death benefit option will not be considered in computing the highest face amount. | |
| | Any requested reduction in the base policy face amount or change in death benefit option will not change the existing charge. | |
| NO-LAPSE GUARANTEE RIDER | NONE | NONE |

(BrightLife® Grow, Series 159)

POLICY INFORMATION CONTINUED—POLICY NUMBER 1[XX XXX XXX]

TABLE OF MAXIMUM MONTHLY PER \$1,000 OF FACE AMOUNT CHARGE FOR EACH \$1,000 OF FACE AMOUNT INCREASE THAT EXCEEDS THE PREVIOUS HIGHEST FACE AMOUNT

[EFFECTIVE DATE 08/05/2021]

[THIS TABLE REPLACES ANY PREVIOUS TABLE OF MAXIMUM MONTHLY PER \$1,000 OF FACE AMOUNT CHARGE FOR EACH \$1,000 OF FACE AMOUNT INCREASE THAT EXCEEDS THE PREVIOUS HIGHEST FACE AMOUNT]

| <u>INSURED PERSON'S ATTAINED AGE</u> | <u>DEATH BENEFIT OPTION A AMOUNT PER \$1000</u> | <u>DEATH BENEFIT OPTION B AMOUNT PER \$1000</u> | <u>INSURED PERSON'S ATTAINED AGE</u> | <u>DEATH BENEFIT OPTION A AMOUNT PER \$1000</u> | <u>DEATH BENEFIT OPTION B AMOUNT PER \$1000</u> |
|----------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------|----------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------|
| 0 – 25 | 0.17 | 0.21 | 55 | 0.33 | 0.50 |
| 26 | 0.17 | 0.22 | 56 | 0.35 | 0.51 |
| 27 | 0.17 | 0.22 | 57 | 0.38 | 0.53 |
| 28 | 0.17 | 0.23 | 58 | 0.40 | 0.54 |
| 29 | 0.18 | 0.24 | 59 | 0.42 | 0.55 |
| 30 | 0.18 | 0.24 | 60 | 0.44 | 0.56 |
| 31 | 0.18 | 0.25 | 61 | 0.46 | 0.58 |
| 32 | 0.18 | 0.26 | 62 | 0.48 | 0.59 |
| 33 | 0.19 | 0.26 | 63 | 0.50 | 0.60 |
| 34 | 0.19 | 0.27 | 64 | 0.52 | 0.61 |
| 35 | 0.19 | 0.28 | 65 | 0.54 | 0.63 |
| 36 | 0.20 | 0.29 | 66 | 0.56 | 0.64 |
| 37 | 0.21 | 0.30 | 67 | 0.58 | 0.65 |
| 38 | 0.22 | 0.31 | 68 | 0.60 | 0.66 |
| 39 | 0.23 | 0.32 | 69 | 0.63 | 0.68 |
| 40 | 0.24 | 0.33 | 70 | 0.65 | 0.69 |
| 41 | 0.25 | 0.34 | 71 | 0.67 | 0.70 |
| 42 | 0.26 | 0.35 | 72 | 0.69 | 0.71 |
| 43 | 0.27 | 0.36 | 73 | 0.71 | 0.73 |
| 44 | 0.28 | 0.37 | 74 | 0.73 | 0.74 |
| 45 | 0.29 | 0.38 | 75 | 0.75 | 0.75 |
| 46 | 0.30 | 0.39 | 76 | 0.77 | 0.77 |
| 47 | 0.30 | 0.40 | 77 | 0.78 | 0.78 |
| 48 | 0.30 | 0.41 | 78 | 0.80 | 0.80 |
| 49 | 0.31 | 0.43 | 79 | 0.82 | 0.82 |
| 50 | 0.31 | 0.44 | 80 | 0.83 | 0.83 |
| 51 | 0.32 | 0.45 | 81 | 0.85 | 0.85 |
| 52 | 0.32 | 0.46 | 82 | 0.87 | 0.87 |
| 53 | 0.33 | 0.48 | 83 | 0.88 | 0.88 |
| 54 | 0.33 | 0.49 | 84 | 0.90 | 0.90 |
| | | | 85 | 0.92 | 0.92 |

POLICY INFORMATION CONTINUED—POLICY NUMBER 1[XX XXX XXX]

**TABLE OF MAXIMUM MONTHLY COST OF INSURANCE RATES
PER \$1,000 OF BASE POLICY NET AMOUNT AT RISK**

[EFFECTIVE DATE 08/05/2021]

**[THIS TABLE REPLACES ANY PREVIOUS TABLE OF MAXIMUM MONTHLY COST
OF INSURANCE RATES PER \$1,000 OF BASE POLICY NET AMOUNT AT RISK]**

| <u>INSURED PERSON'S ATTAINED AGE</u> | <u>RATE</u> | <u>INSURED PERSON'S ATTAINED AGE</u> | <u>RATE</u> | <u>INSURED PERSON'S ATTAINED AGE</u> | <u>RATE</u> |
|----------------------------------------------|-------------|----------------------------------------------|-------------|----------------------------------------------|-------------|
| 35 | 0.07500 | 65 | 0.66500 | 95 | 22.97500 |
| 36 | 0.08750 | 66 | 0.73667 | 96 | 25.04667 |
| 37 | 0.09833 | 67 | 0.81333 | 97 | 27.30667 |
| 38 | 0.10833 | 68 | 0.89833 | 98 | 29.83083 |
| 39 | 0.11417 | 69 | 0.99417 | 99 | 32.58167 |
| 40 | 0.11917 | 70 | 1.10750 | 100 | 35.52000 |
| 41 | 0.12583 | 71 | 1.24167 | 101 | 38.34167 |
| 42 | 0.13417 | 72 | 1.40167 | 102 | 41.25000 |
| 43 | 0.14167 | 73 | 1.58917 | 103 | 44.19500 |
| 44 | 0.14917 | 74 | 1.80333 | 104 | 47.11917 |
| 45 | 0.15250 | 75 | 2.04250 | 105 | 49.95833 |
| 46 | 0.15917 | 76 | 2.30500 | 106 | 52.64583 |
| 47 | 0.16417 | 77 | 2.59583 | 107 | 56.64917 |
| 48 | 0.17083 | 78 | 2.91750 | 108 | 61.08083 |
| 49 | 0.17833 | 79 | 3.28667 | 109 | 66.01917 |
| 50 | 0.18750 | 80 | 3.71417 | 110 | 71.55333 |
| 51 | 0.20167 | 81 | 4.21750 | 111 | 77.81083 |
| 52 | 0.21917 | 82 | 4.78417 | 112 | 83.33250 |
| 53 | 0.24000 | 83 | 5.44833 | 113 | 83.33250 |
| 54 | 0.26167 | 84 | 6.22417 | 114 | 83.33250 |
| 55 | 0.28333 | 85 | 7.13500 | 115 | 83.33250 |
| 56 | 0.30333 | 86 | 8.20000 | 116 | 83.33250 |
| 57 | 0.32250 | 87 | 9.44250 | 117 | 83.33250 |
| 58 | 0.34250 | 88 | 10.86833 | 118 | 83.33250 |
| 59 | 0.36583 | 89 | 12.44083 | 119 | 83.33250 |
| 60 | 0.39583 | 90 | 14.14833 | 120 | 83.33250 |
| 61 | 0.43500 | 91 | 15.93750 | 121 AND ABOVE | 00.00000] |
| 62 | 0.48333 | 92 | 17.76333 | | |
| 63 | 0.53750 | 93 | 19.60583 | | |
| 64 | 0.59917 | 94 | 21.37083 | | |

(BrightLife® Grow, Series 159)

POLICY INFORMATION CONTINUED—POLICY NUMBER 1[XX XXX XXX]

TABLE OF SURRENDER CHARGES FOR THE [INITIAL] BASE POLICY FACE AMOUNT

[EFFECTIVE DATE 08/05/2021]

[THE TABLE BELOW SHOWS THE SURRENDER CHARGE FOR THE CURRENT FACE AMOUNT. THIS TABLE REPLACES ANY PREVIOUS TABLE OF SURRENDER CHARGES. THE SURRENDER CHARGE IN THE FIRST POLICY BEGINNING ON AUGUST 05, 2021 IS [\$XXX.XX].

| <u>BEGINNING OF POLICY YEAR</u> | <u>CHARGE</u> | <u>BEGINNING OF POLICY YEAR</u> | <u>CHARGE</u> |
|--------------------------------------------|----------------------|--------------------------------------------|----------------------|
| [1 | \$868.04 | 11 | \$383.04 |
| 2 | 862.54 | 12 | 311.25 |
| 3 | 854.13 | 13 | 236.04 |
| 4 | 812.50 | 14 | 158.25 |
| 5 | 758.30 | 15 | 77.00 |
| 6 | 701.62 | 16 AND LATER | 0.00] |
| 7 | 642.92 | | |
| 8 | 581.71 | | |
| 9 | 518.00 | | |
| 10 | 451.79 | | |

A surrender charge will be deducted from your Policy Account if this policy is given up for its Net Cash Surrender Value or if this policy terminates [within the first fifteen policy years]. The surrender charge in the first policy month of each policy year is shown in the table above. [The surrender charge declines in equal monthly amounts within each policy year until it reaches zero in the twelfth month of policy year fifteen.]

This table assumes no future face amount increases. Additional surrender charges may apply for certain face amount increases.

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POLICY INFORMATION CONTINUED—POLICY NUMBER [XX XXX XXX]

TABLE OF PERCENTAGES

[EFFECTIVE DATE 08/05/2021]

[THIS TABLE REPLACES ANY PREVIOUS TABLE OF PERCENTAGES]

| <u>INSURED PERSON'S ATTAINED AGE</u> | <u>PERCENTAGE</u> | <u>INSURED PERSON'S ATTAINED AGE</u> | <u>PERCENTAGE</u> |
|------------------------------------------|-------------------|------------------------------------------|-------------------|
| 40 AND UNDER | 250% | 61 | 128% |
| 41 | 243 | 62 | 126 |
| 42 | 236 | 63 | 124 |
| 43 | 229 | 64 | 122 |
| 44 | 222 | 65 | 120 |
| 45 | 215 | 66 | 119 |
| 46 | 209 | 67 | 118 |
| 47 | 203 | 68 | 117 |
| 48 | 197 | 69 | 116 |
| 49 | 191 | 70 | 115 |
| 50 | 185 | 71 | 113 |
| 51 | 178 | 72 | 111 |
| 52 | 171 | 73 | 109 |
| 53 | 164 | 74 | 107 |
| 54 | 157 | 75-90 | 105 |
| 55 | 150 | 91 | 104 |
| 56 | 146 | 92 | 103 |
| 57 | 142 | 93 | 102 |
| 58 | 138 | 94 AND ABOVE | 101 |
| 59 | 134 | | |
| 60 | 130 | | |

The definition of life insurance in Section 7702 of the Internal Revenue Code of 1986, as amended (i.e., the “Code”), limits the amounts that may be paid into a life insurance policy relative to the benefits it provides. Even if this policy states otherwise, at no time will the “future benefits” under this policy be less than an amount such that the “premiums paid” do not exceed the Code’s “guideline premium limitations.” We may not accept or may refund any premium paid to meet these limitations. Also, at no time will the “death benefit” under the policy be less than the “applicable percentage” of the “cash surrender value” of the policy. The terms in quotations are defined in the Code. In addition, we may take certain actions, described in the policy, to meet the definitions and limitations in the Code.

POLICY INFORMATION CONTINUED—POLICY NUMBER 1[XX XXX XXX]

TABLE OF PERCENTAGES

[EFFECTIVE DATE 08/05/2021]

[THIS TABLE REPLACES ANY PREVIOUS TABLE OF PERCENTAGES]

| <u>INSURED PERSON'S ATTAINED AGE</u> | <u>PERCENTAGE</u> | <u>INSURED PERSON'S ATTAINED AGE</u> | <u>PERCENTAGE</u> | <u>INSURED PERSON'S ATTAINED AGE</u> | <u>PERCENTAGE</u> |
|--------------------------------------|-------------------|--------------------------------------|-------------------|--------------------------------------|-------------------|
| 35 | 570.9% | 55 | 290.2% | 75 | 157.6% |
| 36 | 551.2 | 56 | 280.8 | 76 | 153.7 |
| 37 | 532.5 | 57 | 271.7 | 77 | 149.9 |
| 38 | 514.6 | 58 | 263.0 | 78 | 146.3 |
| 39 | 497.4 | 59 | 254.5 | 79 | 142.9 |
| 40 | 480.9 | 60 | 246.3 | 80 | 139.7 |
| 41 | 464.9 | 61 | 238.5 | 81 | 136.6 |
| 42 | 449.4 | 62 | 230.9 | 82 | 133.7 |
| 43 | 434.5 | 63 | 223.7 | 83 | 131.0 |
| 44 | 420.1 | 64 | 216.8 | 84 | 128.4 |
| 45 | 406.2 | 65 | 210.2 | 85 | 126.0 |
| 46 | 392.8 | 66 | 203.8 | 86 | 123.8 |
| 47 | 379.7 | 67 | 197.7 | 87 | 121.8 |
| 48 | 367.1 | 68 | 191.9 | 88 | 119.9 |
| 49 | 354.9 | 69 | 186.3 | 89 | 118.2 |
| 50 | 343.1 | 70 | 180.9 | 90 | 116.7 |
| 51 | 331.7 | 71 | 175.8 | 91 | 115.3 |
| 52 | 320.7 | 72 | 170.9 | 92 | 114.0 |
| 53 | 310.1 | 73 | 166.3 | 93 | 112.8 |
| 54 | 299.9 | 74 | 161.8 | 94 | 111.6 |
| | | | | 95 | 110.4 |
| | | | | 96 | 109.0 |
| | | | | 97 | 107.5 |
| | | | | 98 | 105.7 |
| | | | | 99 | 103.3 |
| | | | | 100 AND ABOVE | 101.0%] |

This policy is designed to satisfy the definition of life insurance for Federal income tax purposes under Section 7702 of the Internal Revenue Code of 1986, as amended (i.e., the “Code”). Accordingly, even if this policy states otherwise, at no time will the death benefits under the policy be less than the cash surrender value of the policy, divided by the net single premium per dollar of insurance which would have to be paid at such time to fund such benefits consistent with the definition of such terms in the Code. At no time will the “death benefit” under the policy be less than the applicable percentage of the “cash surrender value” of the policy. In addition, we may take certain actions, described in the policy, to meet the definitions and limitations in the Code.

(NOTE: THIS IS THE POLICY INFORMATION PAGE THAT WILL BE GENERATED IF THE CASH VALUE ACCUMULATION TEST IS SELECTED AT ISSUE)

Those Who Benefit From This Policy

Owner. The owner of this policy is the insured person unless someone else is named in the application, or later changed.

As the owner, you can exercise all the rights of this policy while the insured person is living. If there are multiple owners, consent of all owners is required.

Beneficiary. The beneficiary is as stated in the application, unless later changed. The beneficiary is entitled to the Insurance Benefit of this policy. One or more beneficiaries for the Insurance Benefit can be named. If more than one beneficiary is named, they can be classified as primary or contingent. The Insurance Benefit will be paid to the primary beneficiaries who survive the insured person. If no primary beneficiaries survive, payment will be made to any surviving contingent beneficiaries. Beneficiaries who survive in the same class will share the Insurance Benefit equally, unless you have stated otherwise.

If there is no beneficiary living at the death of the insured person, we will pay the Insurance Benefit to the insured person's surviving children in equal shares. If none survive, we will pay the insured person's estate.

Changing the Owner or Beneficiary. While the insured person is living, you may change the owner or beneficiary by written notice in a form satisfactory to us. You can get such a form from your agent or by writing to us. If a beneficiary is designated irrevocable, any change will require the written consent of that beneficiary. The change will take effect on the date you sign the notice, unless otherwise specified by you, except that it will not apply to any payment we make or other action we take before we record the notice. We may restrict changes in ownership in order to satisfy applicable laws or regulations.

Assignment. You may assign this policy; however, we will not be bound by an assignment unless we have recorded it. Your rights and those of any other person referred to in this policy will be subject to the assignment. We assume no responsibility for the validity of an assignment. An absolute assignment will be considered as a change of ownership to the assignee. The assignment, unless otherwise specified by you, will take effect on the date you sign the assignment notice, except that it will not apply to any payment we make or other action we take before we record the notice. We may restrict assignments in order to satisfy applicable laws or regulations.

The Insurance Benefit We Pay

We will pay the Insurance Benefit of this policy to the beneficiary upon the death of the insured person when we receive: (1) proof that the insured person died while this policy was in force; (2) proof of interest of the claimant; and (3) all other requirements we deem necessary. The Insurance Benefit includes the following amounts, which we will determine as of the date of death of the insured person:

- the death benefit described in the "Base Policy Death Benefit" provision;
- **plus** any other benefits then due from riders to this policy, which are payable to the base policy beneficiary;
- **minus** any policy loan and accrued loan interest, or liens;
- **minus**, if the insured person dies during a grace period, the lesser of any overdue deductions from your Policy Account or the premium amount, if any, that would have been necessary to maintain the guarantee of any No Lapse Guarantee Rider in effect under this policy.

Interest on the Insurance Benefit We Pay. Interest on the resulting amount stated above shall accrue and be payable from the date of death. Interest shall accrue at a rate not less than the Two Year Treasury Constant Maturity Rate as published by the Federal Reserve. In determining the effective annual rate or rates, we will use the rate in effect on the date of death.

Interest shall accrue at the effective annual rate determined above, plus additional interest at a rate of 10% annually beginning with the date that is 31 calendar days from the latest of Items 1., 2. and 3.

1. The date that due proof of death is received by us;
2. The date the company receives sufficient information to determine its liability, the extent of the liability, and the appropriate payee legally entitled to the proceeds; and
3. The date that legal impediments to payment of proceeds that depend on the action of parties other than the company are resolved and sufficient evidence of the same is provided to the company. Legal impediments to payment include, but are not limited to (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors and administrators; and (c) the submission of information required to satisfy State and Federal reporting requirements.

Base Policy Death Benefit. The death benefit of this policy will be determined under either Option A or Option B, whichever you have chosen and is in effect on the date of death of the insured person.

Under Option A, the death benefit is the greater of (a) the base policy face amount; or (b) a percentage of the amount in your Policy Account on the date of death of the insured person.

Under Option B, the death benefit is the greater of (a) the base policy face amount *plus* the amount in your Policy Account on the date of death of the insured person; or (b) a percentage of the amount in your Policy Account on the date of death of the insured person.

The percentages referred to above are the percentages from the "Table of Percentages" shown in the "Policy Information" section of this policy for the insured person's age (nearest birthday) at the beginning of each policy year.

Coverage Upon Reaching Attained Age 121. If this policy is in force on the policy anniversary when the insured person reaches attained age 121 and is not then in default (see the "Grace Period" provision), it will remain in force subject to the policy loan provisions. The death benefit will continue to be determined as described in the "Base Policy Death Benefit" provision. No premium payments (except as needed to keep the policy from terminating), partial withdrawals, changes in face amount or changes in death benefit option will be permitted upon reaching attained age 121 of the insured person; policy loans, loan repayments and transfers may continue to be made. There will be no deductions for cost of insurance or administrative charges. However, any applicable Segment Charge will continue to be deducted.

The Premiums You Pay

The minimum initial premium payment shown in the "Policy Information" section of this policy is due on or before delivery of this policy. No insurance will take effect before a premium at least equal to the minimum initial premium is paid. Other premiums may be paid at any time while this policy is in force and the age of the insured person is less than attained age 121. We will furnish you with a premium receipt, signed by one of our officers, upon request.

We will send premium notices to you for the planned periodic premium shown in the "Policy Information" section of this policy (this is the amount for which you asked us to bill you). You may skip planned periodic premium payments. However, this may adversely affect the duration of the Death Benefit and your policy's values. We will assume that any payment you make to us is a premium payment, unless you tell us in writing that it is a loan repayment and except as described in the "Grace Period" provision of this policy.

If you stop paying premiums, insurance coverage will continue for as long as the Net Cash Surrender Value is sufficient to cover the total monthly deductions described in the "Monthly Deductions" provision, with a further extension of coverage as described in the "Grace Period" provision or in any No Lapse Guarantee Rider in effect under this policy.

Limits. Each premium payment after the initial one must be at least the amount shown on Page 3 of this policy. We may increase this minimum limit 90 days after we send you written notice of such increase. We may limit the amount of any premium payments you may make if they would immediately result in more than a dollar for dollar increase in the death benefit (which would happen if the death benefit is determined as a percentage of the Policy Account, as described in the "Base Policy Death Benefit" provision), unless you provide satisfactory evidence of insurability for the insured person and it would not cause this policy to lose its ability to be tested for Federal income tax purposes under the 2001 Commissioners Standard Ordinary mortality tables.

We also may not accept premium payments or may return excess amounts that we believe would cause this policy to fail to qualify as life insurance under applicable tax law, unless premiums are necessary to continue coverage.

Your Premium Allocations

This policy permits you to allocate amounts put into your Policy Account to the unloaned portion of the Guaranteed Interest Account and to one or more of the Indexed Accounts. You specified your initial premium allocation percentages in your application for this policy; unless you change them, these percentages will also apply to later premiums.

Your premium allocation percentages must be zero or a whole number not greater than 100. The sum of your premium allocation percentages must equal 100. You may change future premium allocation percentages by written notice to us. The change will take effect on the Business Day we record it.

Your Policy Account and How It Works

When we receive your premium payments, we deduct the premium charge described in the Table of Maximum Deductions from Premium Payments in the “Policy Information” section of this policy and any overdue monthly deductions. Generally, we put the balance (the net premium) into your Policy Account as of the Business Day we receive the premium payment and before any deductions from your Policy Account due on that date are made. However, we will put the initial net premium payment into your Policy Account as of the Register Date if it is later than the date of receipt. No premiums will be applied to your Policy Account until the minimum initial premium payment, as shown in the “Policy Information” section of this policy, is received by us.

We credit interest to your Policy Account at effective annual rates we determine periodically as described in the “The Value of Your Policy Account” provision. We take deductions from your Policy Account as described in the “Monthly Deductions” and “Monthly Deduction Allocations” provisions. We make transfers to and from a portion of your Policy Account in accordance with your direction and in connection with certain riders or endorsements on your policy as described in the “Transfers” provision and in “How Indexed Accounts Relate to Riders or Endorsements on Your Policy” in the “Policy Information” section of this policy. We also deduct from your Policy Account requested partial withdrawals as described in the “Partial Net Cash Surrender Value Withdrawal” provision.

Monthly Deductions. At the start of each policy month, we deduct the charges described below in accordance with the “Monthly Deduction Allocations” provision. The deduction for any policy month is the sum of the following amounts determined as of the start of that month:

- the monthly administrative charge;
- the monthly cost of insurance;
- any monthly Segment Charge; and
- the monthly cost of any benefits provided by riders to this policy.

However, if you do not submit the full minimum initial premium with your application, and the minimum initial premium is paid upon delivery, your monthly charges will start as of the Register Date.

The monthly cost of insurance is the sum of (a) our current monthly cost of insurance rate times the net amount at risk at the start of the policy month divided by \$1,000; *plus* (b) any flat extra charge shown in the “Policy Information” section of this policy. The net amount at risk at any time is the base policy death benefit (calculated as of that time) minus the amount in your Policy Account at that time, prior to the deduction of item (a) as specified above.

We will determine cost of insurance rates from time to time. Any change in the cost of insurance rates will be based on a number of factors, as described in the “Changes in Policy Cost Factors” provision. The rates will never be more than those shown in the Table of Maximum Monthly Cost of Insurance Rates Per \$1000 of Base Policy Net Amount at Risk in the “Policy Information” section of this policy.

Monthly Deduction Allocations. We will take each monthly deduction from your value in the unloaned portion of the Guaranteed Interest Account. If that value is insufficient to fully cover monthly deductions, then the deductions will be made as described below:

1. We will take as much of the remaining portion of the monthly deductions as possible pro-rata from each Holding Account, based on the current value of the Holding Accounts.
2. If your values in the unloaned portion of the Guaranteed Interest Account and each Holding Account are insufficient to cover the total monthly deductions, the remaining amount of the deductions will then be taken from any Segments then in effect on a pro-rata basis, based on the current Segment Values of such Segments.

Transfers. There are two types of transfers under this policy: transfers by written request and automatic transfers, as described below:

1. ***Transfers by Written Request.*** At your written request, we will transfer amounts from your unloaned value in the Guaranteed Interest Account into one or more Holding Accounts for an indexed option. Also, at your written request, we will transfer amounts from a Holding Account for an indexed option into one or more other Holding Accounts for other indexed options or into the unloaned value in the Guaranteed Interest Account. Any transfers between the Guaranteed Interest Account and the Holding Accounts will take effect on the Business Day we receive your written request.

No transfers from a Segment will be permitted on or after the Segment Start Date until the Segment Maturity Date.

Your transfer requests must be in a form acceptable to us in writing and delivered to us by U.S. mail, unless we accept an alternative form of communication (such as internet or facsimile). Any alternative form of communication that we make available may be changed or discontinued at any time and subject to our rules then in effect for each service.

2. ***Automatic Transfers.*** You may ask us to make automatic transfers of amounts from your unloaned value in the Guaranteed Interest Account into one or more Holding Accounts for an indexed option. Any change to your automatic transfer instructions will take effect on the first day of the next policy month.

The Value of Your Policy Account

The value of your Policy Account at any time is equal to the sum of the values you then have in the Guaranteed Interest Account and the Indexed Accounts. Your Net Policy Account Value is equal to the amount in your Policy Account minus any outstanding policy loan and accrued loan interest.

Your Value in the Guaranteed Interest Account. The value you have in the Guaranteed Interest Account at any time is equal to the amounts allocated and transferred to it, plus the interest credited to it, minus amounts deducted, transferred and withdrawn from it. We will credit the amount in the Guaranteed Interest Account with interest at rates we determine. We will determine such interest rates periodically in advance for unloaned and loaned amounts in the Guaranteed Interest Account. The rates may be different for unloaned and loaned amounts. Any change in the interest rates we determine will be as described in the "Changes in Policy Cost Factors" provision of this policy. Such interest rates will not be less than the Guaranteed Minimum Interest Rate shown on Page 3 of this policy. Once interest above the Guaranteed Minimum Interest Rate is credited, it is non-forfeitable, except indirectly due to any surrender charges incurred. Interest accrues and is credited on unloaned amounts in the Guaranteed Interest Account daily. However, we will credit interest on any portion of the initial net premium allocated to the Guaranteed Interest Account from the Register Date if it is later than the date of receipt provided the initial premium is at least equal to the minimum initial premium shown on Page 3 of this policy.

We credit interest on the loaned portion of the Guaranteed Interest Account daily. The maximum difference between the annual interest rate we credit to the loaned portion of the Guaranteed Interest Account and the annual loan interest rate we charge is shown on Page 3 of this policy. In no event will we credit less than the Guaranteed Minimum Interest Rate shown on Page 3 of this policy.

On each policy anniversary, and at any time you repay the entire policy loan, we will transfer the interest that has been credited to the loaned portion of the Guaranteed Interest Account to the unloaned portion of the Guaranteed Interest Account and to one or more Holding Accounts in accordance with your premium allocation percentages then in effect.

Your Value in the Indexed Accounts. Prior to any Segment Maturity Date, the amount you have in the Indexed Accounts is equal to the sum of Segment Values and any amounts in the Holding Accounts. Any interest credited to the Segment Value during a Segment Term will be at an annual rate equal to the Segment Guaranteed Minimum Annual Interest Rate shown in the "Policy Information" section of this policy for each indexed option. Any such interest will accrue and be credited to the Segment Value daily.

We will establish a separate Holding Account for each Indexed Account that we offer. We will credit the amounts in each Holding Account with the same interest rates we credit to the unloaned portion of the Guaranteed Interest Account; these rates will not be less than the Guaranteed Minimum Interest Rate shown on Page 3 of this policy. In order for any amount to be transferred from a Holding Account into the next new Segment of a corresponding indexed option on a Segment Start Date, it must be in the Holding Account by that Segment's Cut-off Date.

On a Segment Maturity Date, any Index-Linked Credit will be included in the Segment Maturity Value. The Index-Linked Credit is equal to the Index-Linked Rate of Return as described in this policy, multiplied by the Segment's Average Monthly Balance on the Segment Maturity Date. The Index-Linked Credit may be positive or zero, resulting in an increase or no change to your Policy Account. No partial Index-Linked Credit will apply to any death benefit, payment of the Net Cash Surrender Value, or policy termination at the end of a Grace Period that may occur on any date prior to the Segment Maturity Date. An Index-Linked Credit will only be included in the Segment Maturity Value if this policy has been continuously in force during the Segment Term until the Segment Maturity Date.

Reallocation of the Segment Maturity Value. You may ask us to transfer all or a portion of the Segment Maturity Value to the unloaned portion of the Guaranteed Interest Account, the Holding Account for the same indexed option, the Holding Account for another indexed option, or the Holding Accounts for a combination of indexed options. If you do not tell us otherwise, we will transfer the entire Segment Maturity Value to the Holding Account for the same indexed option. While in a Holding Account following Segment maturity, amounts will be credited with interest at rates we determine for each day between the Segment Maturity Date and the next applicable Segment Start Date.

We may restrict future allocations to one or more Indexed Accounts, which may include changing the Segment Minimum Amount and Indexed Option Maximum Limit. If this occurs, all outstanding Segments for the applicable indexed options as of the effective date of the restriction will continue until their respective Segment Maturity Dates in accordance with the terms of this policy. As each Segment matures, the applicable Segment Maturity Value will be transferred, at your direction, to the unloaned portion of the Guaranteed Interest Account or to one or more Holding Accounts of the other available Indexed Accounts. If no directions are received, we will transfer the value to the unloaned portion of the Guaranteed Interest Account.

Addition of Other Indexes and Indexed Options and Substantial Change to or Discontinuation of an Index

Subject to the approval of the Interstate Insurance Product Regulation Commission, we may:

1. add additional indexes or indexed options under this policy at any time; and
2. substitute an alternative index if: (i) the calculation of an Index is substantially changed; (ii) the publication of an Index is discontinued; or (iii) at our sole discretion we determine that our use of an Index should be discontinued.

If we were to substitute an alternative index at our discretion, the new Index would only apply to new Segments. Any outstanding Segments in the existing Indexed Account would mature on their original Segment Maturity Dates.

If an Index were to be discontinued or substantially changed, we may mature the Segments early. We would calculate the Index-Linked Credit by multiplying the Index-Linked Rates of Return (the calculation of which would use an adjusted Index Performance Rate that reflects the most recently available closing value of the Index before it was discontinued or changed) by each Segment's Average Monthly Balance on that date. We will provide notice about maturing the Segment early as soon as practicable.

We will notify you or any assignee on our records of any such addition or substitution, prior to our use of any additional index or indexed option or alternative index.

Changing the Face Amount of the Base Policy or Changing the Death Benefit Option.

You may ask for a change in the face amount of the base policy or a change in the death benefit option by writing to us, subject to the following:

1. Starting in the second policy year, subject to the maximum age shown on Page 3 of this policy, you may ask us to increase the base policy face amount. Any requested increase must be for at least the amount shown on Page 3 of this policy. You must provide evidence satisfactory to us of the insurability of the insured person. If you increase the base policy face amount, an additional surrender charge period may apply to that increase.
2. Starting in the third policy year and while the insured person is less than attained age 121, you may ask us to reduce the base policy face amount, but not to less than the minimum base policy face amount shown on Page 3 of this policy. Any such reduction in the base policy face amount may not be less than the amount shown on Page 3 of this policy.
3. You may ask for a change in your death benefit option while the insured person is less than attained age 121. You may, starting in the third policy year, ask for a change to death benefit Option B. You may, starting in the sixth policy year, ask for a change to death benefit Option A. If you ask us to change from Option A to Option B, we will decrease the base policy face amount by the amount in your Policy Account on the date the change takes effect. However, we will decline to make such change if it would reduce the base policy face amount to less than the minimum base policy face amount shown on Page 3 of this policy. If you ask us to change from Option B to Option A, we will increase the base policy face amount by the amount in your Policy Account on the date the change takes effect. Such decreases and increases in the base policy face amount are made so that the death benefit remains the same on the date the change takes effect.
4. The change will take effect at the start of the policy month that coincides with or next follows the date we approve your request. The insured person must be alive on that date.
5. We may decline to make any change that we believe would cause this policy to fail to qualify as life insurance under applicable tax law. We also may decline to make any change that may cause this policy to lose its ability to be tested for Federal income tax purposes under the 2001 Commissioners Standard Ordinary mortality tables.
6. You may ask for a change by completing an application for change, which you can get from your agent or by writing to us. We will send you a copy of your application for change and a new "Policy Information" section. The new section and the application for change will become a part of this policy. We may require you to return this policy to us to make a policy change.

The Cash Surrender Value of this Policy

Cash Surrender Value. The Cash Surrender Value on any date is equal to the amount in your Policy Account on that date minus any applicable surrender charge. The Cash Surrender Value during any policy month starting on a policy anniversary will not be less than it was on such anniversary after the deduction of monthly charges then due, assuming there are no partial withdrawals or other policy changes during that time.

Net Cash Surrender Value. The Net Cash Surrender Value is equal to the Cash Surrender Value minus any outstanding policy loan and accrued loan interest. You may give up this policy for its Net Cash Surrender Value at any time while the insured person is living. You may do this by sending us a written request, which must include the following:

1. A statement that you intend to surrender this policy;
2. This policy, or if this policy has been lost, stolen or destroyed, then a statement to that effect;
3. The name of the insured person and your name (if other than the insured person) and the address where proceeds should be mailed;
4. Your signature and the signature of a collateral assignee or other person having an interest in the policy as shown in our records.

If this policy has a Cash Surrender Value and is being given up for its Net Cash Surrender Value, a completed withholding authorization must also be included with your written request. If this form is not provided to us with your written request for surrender, we will withhold income tax on the taxable portion of your distribution at the mandated federal and state tax rates. Withholding rules may also apply to other distributions under this policy.

We will compute the Net Cash Surrender Value as of the Business Day we receive your completed request. All insurance coverage under this policy ends on the date we receive your request.

Surrender Charges. If you give up this policy for its Net Cash Surrender Value or if this policy terminates at the end of a grace period before the end of the fifteenth policy year or within fifteen years following a requested base policy face amount increase, we will deduct a surrender charge from your Policy Account. A Table of Surrender Charges for the initial base policy face amount is shown in the "Policy Information" section of this policy.

New surrender charges will apply to any increase in the base policy face amount that represents an increase over the previous highest base policy face amount. These charges will apply for fifteen years from the effective date of the increase. Changes in the base policy face amount resulting from a change in death benefit option will not be considered in computing the previous highest face amount. We will send you a new "Policy Information" section showing any new surrender charges. It will become a part of this policy. We may require you to return this policy to us to make the change.

We will not change the surrender charges upon any reduction in the base policy face amount, partial withdrawal, or change in death benefit option.

Partial Net Cash Surrender Value Withdrawal. Starting in the second policy year while this policy is in force and the age of the insured person is less than attained age 121, you may ask for a partial withdrawal by written request. Your request will be subject to our approval based on our rules in effect when we receive your request, and to the minimum withdrawal amount shown on Page 3 of this policy. We may decline a request for a partial withdrawal if we believe this would cause the policy to fail to qualify as life insurance under applicable tax law. We will decline a request for a partial withdrawal if this would cause a decrease in the base policy face amount to less than the minimum base policy face amount shown on Page 3 of this policy.

A partial withdrawal will result in a reduction in the Cash Surrender Value and in your Policy Account equal to the amount withdrawn, as well as a reduction in your death benefit. If the death benefit is Option A, and the death benefit minus the amount to be withdrawn is less than the base policy face amount, the base policy face amount will be reduced to the death benefit minus the amount to be withdrawn. If the death benefit is Option B, the base policy face amount will not be reduced. Under either death benefit option, the partial withdrawal will result in a reduction in your death benefit.

We will deduct any partial withdrawal from your value in the unloaned portion of the Guaranteed Interest Account. If that value is insufficient to fully cover the amount of the partial withdrawal, then the deduction will be made as described below:

1. We will take as much of the remaining portion of the partial withdrawal as possible pro-rata from each Holding Account, based on the current value of the Holding Accounts.
2. If your values in the unloaned portion of the Guaranteed Interest Account and each Holding Account are insufficient to cover the total partial withdrawal, the remaining amount of the withdrawal will then be taken from any Segments then in effect on a pro-rata basis, based on the current Segment Values of such Segments.

Any time there is a deduction from one or more Segments as a result of a partial withdrawal, we may establish a 12 month period starting on the date of any such deduction, called a Lockout Period. During any Lockout Period, no new Segments will be established for your policy for any indexed options. As any Segment matures during this period, the Segment Maturity Value will be transferred to the unloaned portion of the Guaranteed Interest Account.

A partial withdrawal and resulting reduction in policy values will take effect on the Business Day we receive your written request. We will send you a new "Policy Information" section if a partial withdrawal results in a reduction in the face amount. It will become a part of this policy. We may require you to return this policy to us to make the change.

How a Loan Can Be Made

Policy Loans. You can take a loan on this policy while it has a loan value. This policy will be the only security for the loan. The initial loan and each additional loan must be for at least the amount shown on Page 3 of this policy. Any amount on loan is part of your Policy Account. We refer to this as the loaned portion of your Policy Account.

Carry Over Loans. If this policy was issued based, in whole or part, upon an exchange of another life insurance policy, any existing loan transferred from the exchanged policy as approved by us, subject to our rules then in effect, will be put into the loaned portion of your Policy Account. For purposes of determining any premium charge as described in the Table of Maximum Deductions from Premium Payments in the "Policy Information" section of this policy, we will consider the transferred loan amount as premium received by us in consideration of issuing this policy. If a refund is made under the "Right to Examine Policy" provision, we will deduct any outstanding policy loan and accrued loan interest from that refund.

Loan Value. The loan value on any date is the Cash Surrender Value on that date. The amount of any new loan you take may not be more than the loan value, less any existing loan and accrued loan interest. If you ask for an increase to an existing loan, the increase will be added to the existing loan and accrued loan interest.

Your request for a policy loan must be in writing. A policy loan will take effect on the Business Day we receive your request. We will deduct a policy loan from your value in the unloaned portion of the Guaranteed Interest Account. If that value is insufficient to fully cover the amount of the policy loan, then the deduction will be made as described below:

- (a) We will take as much of the remaining portion of the policy loan as possible pro-rata from each Holding Account, based on the current value of the Holding Accounts.
- (b) If your values in the unloaned portion of the Guaranteed Interest Account and each Holding Account are insufficient to cover the total policy loan, the remaining amount of the policy loan will then be taken from any Segments then in effect on a pro-rata basis, based on the current Segment Values of such Segments.

Any time there is a deduction from one or more Segments as a result of a policy loan, we may establish a 12 month period starting on the date of any such deduction, called a Lockout Period. During any Lockout Period, no new Segments will be established for your policy for any indexed options. As any Segment matures during this period, the Segment Maturity Value will be transferred to the unloaned portion of the Guaranteed Interest Account.

The loaned portion of your Policy Account is part of the Guaranteed Interest Account. The amount of any policy loan that we deduct from your values in the unloaned portion of the Guaranteed Interest Account, the Holding Accounts, and the Segments will be transferred to the loaned portion of the Guaranteed Interest Account.

Loan Interest. Interest on a loan accrues daily at an adjustable loan interest rate we set at the start of each policy year, subject to the following paragraphs. It will apply to any new or outstanding loan under the policy during the policy year next following the date of determination.

The maximum loan interest rate for a policy year shall be the greater of (1) the "Published Monthly Average," as defined below, for the calendar month that ends two months before the date of determination or (2) the Guaranteed Minimum Interest Rate shown on Page 3 of this policy plus 1% per year. "Published Monthly Average" means the Moody's Corporate Bond Yield Average – Monthly Average Corporates published by Moody's Investors Service, Inc., or any successor to it. If such averages are no longer published, we will use such other averages as may be permitted by the Interstate Insurance Product Regulation Commission.

No change in the rate shall be less than ½% per year. We may increase the rate whenever the maximum rate exceeds the rate being charged by ½% or more. We will reduce the rate to or below the maximum rate if the maximum is lower than the rate being charged by ½% or more. The interest rate for a policy year will never be greater than 15%. We may set a rate lower than the maximum.

We will notify you of the initial loan interest rate when you take out a loan. We will also give you advance written notice of any increase in the interest rate of any outstanding loan.

Loan interest is due on each policy anniversary. If the interest is not paid when due, it will be treated as a new loan and added to your outstanding loan and will bear interest at the loan rate then in effect.

Loan Repayment. You may repay all or part of a policy loan at any time while the insured person is alive and this policy is in force. You may tell us how to allocate loan repayments to the unloaned portion of the Guaranteed Interest Account and to one or more of the Indexed Accounts. If you do not tell us, we will allocate loan repayments in accordance with your premium allocation percentages then in effect. Any loan repayment will take effect on the Business Day we receive the loan repayment.

Any portion of a loan repayment allocated to the Guaranteed Interest Account at your request or on the basis of your premium allocation percentages will be transferred from your value in the loaned portion of the Guaranteed Interest Account to your value in the unloaned portion of the Guaranteed Interest Account. Any portion of a loan repayment allocated to the Indexed Accounts at your request or on the basis of your premium allocation percentages will be transferred from your value in the loaned portion of the Guaranteed Interest Account to the applicable Holding Account.

Failure to repay a policy loan or to pay loan interest will not terminate this policy unless at the start of a policy month the Net Cash Surrender Value is less than the total monthly deduction then due, if any. In that case, the "Grace Period" provision will apply.

A policy loan may have a permanent effect on your benefits under this policy even if it is repaid. During any period in which there is an outstanding loan, the interest rate we credit to the loaned portion of the Guaranteed Interest Account may be different than the rate we credit to the unloaned portion of the Guaranteed Interest Account.

Grace Period and Restoring Your Policy Benefits

Grace Period. At the start of each policy month, we compare the Net Cash Surrender Value to the total monthly deductions described in the “Monthly Deductions” provision. If the Net Cash Surrender Value is sufficient to cover the total monthly deductions, this policy is not in default.

If the Net Cash Surrender Value at the start of any policy month is not sufficient to cover the total monthly deductions, the policy is in default as of the first day of such policy month.

If the policy is in default, we will send you and any assignee on our records written notice stating that a grace period of 61 days has begun starting with the date the notice is mailed. The notice will also state the amount of payment that is due.

The payment required will be an amount sufficient to increase the Net Cash Surrender Value to cover all monthly deductions for 3 months, calculated assuming no interest was credited to the Policy Account and no policy changes were made.

If we do not receive at least that amount before the end of the grace period, we will: (1) withdraw and retain any amount in your Policy Account; and (2) send a written notice to you and any assignee in our records stating that this policy has ended without value. If this occurs, you will not be eligible for any Index-Linked Credit in connection with any previously established Segments that were still in effect on the date of default, even if your policy is later restored.

If we receive at least the requested amount before the end of the grace period, it will be treated as a loan repayment to the extent that it is less than or equal to any outstanding policy loan and accrued loan interest. The remainder of the payment, if any, will be treated as a premium payment. If your Net Cash Surrender Value is still insufficient to cover the total monthly deductions, we will send a written notice that a new 61-day grace period has begun and request an additional payment.

If the insured person dies during a grace period, we will pay the Insurance Benefit as described on Page 5 of this policy.

Restoring Your Policy Benefits. If this policy has ended without value and was not given up for its Net Cash Surrender Value, you may ask for a restoration of policy benefits while the insured person is alive. In order to restore benefits, you must:

1. Ask for restoration of policy benefits within 5 years from the end of the grace period; and
2. Provide evidence of insurability satisfactory to us; and
3. Make the required payment. The required payment will be an amount sufficient to cover (i) total monthly deductions for 3 months, calculated from the effective date of restoration; (ii) any excess of the applicable surrender charge on the date of restoration over the surrender charge that was deducted on the date of default; and (iii) the premium charge. We will determine the amount of this required payment as if no interest was credited to your Policy Account.

We will not restore the policy unless the insured person is alive on the effective date of restoration. The effective date will be the start of the policy month which coincides with or next follows the date we approve your request. We will deduct the premium charge from the required payment. Your Policy Account on the date of restoration will be equal to the balance of the required payment, plus a surrender charge credit. The surrender charge credit will be the surrender charge that was deducted on the date of default, but not greater than the applicable surrender charge as of the effective date of restoration.

We will take make monthly deductions as of the effective date of restoration. The schedule of surrender charges that applied on the date of default will also apply to the restored policy.

We may decline to restore this policy if we believe it would cause this policy to fail to qualify as life insurance under applicable tax law. We also may decline a restoration that may cause this policy to lose its ability to be tested for Federal income tax purposes under the 2001 Commissioners Standard Ordinary mortality tables.

Other Important Information

Annual Report. For each policy year we will send you without charge a report for this policy that will show the premiums paid and any other information as may be required by state or Federal law, in addition to the following information required by the Interstate Insurance Product Regulation Commission:

1. the beginning and end dates of the current report period;
2. the value of your Policy Account, if any, at the beginning and end of the current report period;
3. the amounts that have been credited to and debited from your Policy Account during the current report period (such as premium payments, interest credited, any Index-Linked Credit at Segment maturity, cost of insurance charges for the policy and any additional benefit riders, any Segment Charges, administrative charges, premium charges, and partial withdrawals);
4. the current death benefit at the end of the current report period;
5. any Cash Surrender Value and any policy loan with the current loan interest rate at the end of the current report period; and
6. a notice, if applicable, that the policy may terminate without value before the end of the next reporting period unless additional premiums are paid (assuming guaranteed interest, mortality, and premium charges).

How Benefits Are Paid. The Insurance Benefit or your Net Cash Surrender Value withdrawals are paid immediately in one sum. Amounts paid will not be subject to the claims of creditors or to legal process, to the extent permitted by law.

Your Contract with Us. This policy, any riders or endorsements, and the attached copy of the initial application and all subsequent applications to change this policy, and all additional "Policy Information" sections added to this policy, make up the entire contract. Only our Chairman of the Board, our President or one of our Vice Presidents can modify this contract or waive any of our rights or requirements under it. The person making these changes must put them in writing and sign them.

Policy Changes — Applicable Tax Law. For you and the beneficiary to receive the tax treatment accorded to life insurance under Federal law, this policy must qualify as life insurance under the Code or successor law. Therefore, as stated earlier in this policy, we may decline to accept premium payments, change death benefit options, change the face amount, or permit partial withdrawals that we believe would cause this policy to fail to qualify as life insurance under applicable tax law. Further, we may make changes in this policy or its riders (for example, in the percentages referred to in the "Base Policy Death Benefit" provision) or require additional premium payments, or make distributions to you from this policy or change the face amount to the extent we deem it necessary to continue to qualify this policy as life insurance. Any such changes will apply uniformly to all policies that are affected. You will be given advance written notice of such changes. We also may decline any change that may cause this policy to lose its ability to be tested for Federal income tax purposes under the 2001 Commissioners Standard Ordinary mortality tables.

If a distribution becomes necessary while this policy is in force, we will deduct the distribution from your value in the unloaned portion of the Guaranteed Interest Account. If that value is insufficient to fully cover the amount of the distribution, then the deduction will be made as described below:

1. We will take as much of the remaining portion of the distribution as possible pro-rata from each Holding Account, based on the current value of the Holding Accounts.
2. If your values in the unloaned portion of the Guaranteed Interest Account and each Holding Account are insufficient to cover the total distribution, the remaining amount of the distribution will then be taken from any Segments then in effect on a pro-rata basis, based on the current Segment Values of such Segments.

Changes in Policy Cost Factors. Changes in policy cost factors (interest rates we credit to the Guaranteed Interest Account and each Holding Account, cost of insurance rates, premium charge, the administrative charge, the Growth Cap Rates, and the Participation Rates) will be on a basis that is equitable to all policyholders of a given class, and will be determined based on reasonable assumptions as to expenses, mortality, policy and contract claims, taxes, investment income, lapses, and market conditions. Any change in policy cost factors will never result in an interest crediting rate, Growth Cap Rate, or Participation Rate that is lower than that guaranteed in the policy, or policy charges that exceed the maximum policy charges guaranteed in the policy. Any change in policy cost factors will be on a prospective basis; that is, any change will be determined based on future anticipated or emerging experience.

When the Policy is Incontestable. We have the right to contest the validity of this policy based on material misstatements made in the initial application for this policy. However, in the absence of fraud, we will not contest the validity of this policy after it has been in effect during the lifetime of the insured person for two years from the date of issue shown in the "Policy Information" section of this policy.

We also have the right to contest the validity of any policy change or restoration based on material misstatements made in any application for that change or restoration. In the absence of fraud, we will not contest any policy change that requires evidence of insurability, or any restoration of this policy, after the change or restoration has been in effect for two years during the lifetime of the insured person.

No material misstatement shall be used to contest a claim unless contained in an application.

All statements made by, or by the authority of, the applicant in an application are, in the absence of fraud, representations and not warranties.

See any additional benefit riders for modifications of this provision that apply to them.

Fraud Exception. As used in this policy, fraud shall mean false statements, representations or warranties knowingly and intentionally provided, or caused to be provided, by any person involved in the procurement of any coverage or any change to existing coverage provided under the policy, for the purpose of inducing the company to accept a risk or assume a hazard it would otherwise not have so accepted or assumed. This provision applies where permitted by applicable State law.

Misstatement of Age or Sex. If the insured person's age or sex has been misstated on any application, and we become aware of this fact while the insured person is alive, we will not make any retrospective recalculation of the Policy Account. However, future monthly deductions from the Policy Account will be based upon the rates for the correct age and sex. If the insured person's age or sex has been misstated on any application, and we become aware of this fact on or after the date of death of the insured person, the death benefit and any benefits provided by riders to this policy will be those which would be purchased by the most recent deduction for the cost of insurance, and the cost of any benefits provided by riders, at the rates for the correct age and sex.

How the Suicide Exclusion Affects Benefits. If the insured person commits suicide (while sane or insane) within two years after the date of issue shown in the "Policy Information" section of this policy, our liability will be limited to the payment of a single sum. This sum will be equal to the premiums paid, minus any loan and accrued loan interest or liens and minus any partial withdrawal.

If the insured person commits suicide (while sane or insane) within two years after the effective date of a change that you asked for that increases the death benefit, then our liability as to the increase in amount will be limited to the payment of a single sum equal to the monthly cost of insurance deductions and any monthly administrative charge deductions made for such increase.

If the insured person commits suicide (while sane or insane) within two years after the effective date of any policy restoration, our liability will be limited to the payment of a single sum. This sum will be equal to the premiums paid on and after the effective date of restoration, minus any outstanding policy loan and accrued loan interest or liens and minus any partial withdrawal.

How We Measure Policy Periods and Anniversaries. We measure policy years, policy months, and policy anniversaries from the Register Date shown in the “Policy Information” section of this policy, which is the effective date of insurance under this policy.

Each policy month starts on the same day of the calendar month as the Register Date.

When We May Defer Payment. We may defer payment of any Net Cash Surrender Value withdrawal or loan amount (except when used to pay premiums to us) for up to six months after we receive a request for it. We will add interest as required by applicable law.

The Basis We Use for Computation. We provide Cash Surrender Values that are at least equal to those required by Section 6A of the NAIC Universal Life Insurance Regulation, model #585. We have filed with the Interstate Insurance Product Regulation Commission a detailed statement of the basis of the charges for this policy and of our method of computing the charges, values and benefits of this policy.

We use the 2001 Commissioners Standard Ordinary Male or Female Composite Ultimate Age Nearest Birthday Mortality Tables at attained ages 0-17, and the 2001 Commissioners Standard Ordinary Male or Female, Smoker or Non-Smoker Ultimate Age Nearest Birthday Mortality Tables at attained ages 18 and over, as the basis for determining maximum cost of insurance rates, net single premiums, and minimum cash surrender values. We take account of the sex, attained age, and class of risk of the insured person. However, the maximum cost of insurance rates, net single premiums, and minimum cash surrender values for the base policy do not vary by class of risk of insured persons for risk classifications of Standard or better.

The Guaranteed Minimum Interest Rate and the Segment Guaranteed Minimum Annual Interest Rates, if any, that we credit to the applicable portions of your Policy Account are shown, respectively, on Page 3 and in the “Policy Information” section of this policy for each indexed option.

For policies issued at attained ages 0-17, an insured person’s cost of insurance rate is not based on that person’s status as a tobacco user or non-tobacco user. Effective with the policy anniversary when that insured person reaches attained age 18, non-tobacco user cost of insurance rates will be charged for that person. That insured person may also be eligible for a more favorable risk classification, subject to our underwriting rules. For policies issued at attained age 18 and over, an insured person’s cost of insurance rate takes account of that person’s status as a tobacco user or non-tobacco user.

Change in Risk Classification. Any insured person attained age 18 or over may be eligible for a more favorable risk classification, if available, including a change from tobacco user rates to non-tobacco user rates. Upon request, we will provide forms and instructions as to how you may apply for such a change. The change will be based upon our general underwriting rules in effect at the time of application, which may be different from those which applied at the time this policy was issued. An application for a change in tobacco user status may be evaluated based on other underwriting criteria as well as tobacco use, and may include a definition of tobacco use different from that which applied at the time this policy was issued. This change, if approved, may result in lower future cost of insurance rates starting on the effective date of the change.

The change in risk classification, if approved, will take effect at the start of the policy month that coincides with or next follows the date we approve your request. A copy of your application for the change will be attached to the new "Policy Information" section that we will issue when the change is made. The new section and the application for change will become part of this policy. We may require you to return this policy to us to make the change. This change may have adverse tax consequences.

The change in risk classification will be contestable; however, in the absence of fraud, we will not contest the change after it has been in effect for two years during the lifetime of the insured person. In the event of a successful contest, the death benefit and any benefits provided by riders to this policy shall be those which would be purchased by the most recent deduction for the cost of insurance, and the cost of any benefits provided by riders, at the rates for the prior risk classification.

Policy Illustrations. Upon request we will give you an illustration of the potential future benefits under this policy, based upon both guaranteed and current non-guaranteed cost factor assumptions. We will provide the first illustration requested in a policy year free of charge. We charge up to \$35 for each additional illustration requested in a policy year.

Conformity With Interstate Insurance Product Regulation Commission Standards. This policy was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this policy that on the provision's effective date is in conflict with the Interstate Insurance Product Regulation Commission standards for this product type is hereby amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date.

EQUITABLE FINANCIAL LIFE INSURANCE COMPANY OF AMERICA

A Stock Life Insurance Company

Home Office: [2999 NORTH 44TH STREET, SUITE 250, PHOENIX, ARIZONA 85018]

This is a Flexible Premium Universal Life Insurance Policy with Index-Linked Interest Options. The Insurance Benefit is payable upon the death of the insured person while this policy is in force. You may pay premiums while the insured person is living and not yet attained age 121. The values provided by this policy that are in the Guaranteed Interest Account and the Holding Accounts are based on declared interest rates. The values provided by this policy that are in any Segments in the Indexed Accounts are based, in part, on interest rates linked to an external index; while your values in any Segments in the Indexed Accounts may be affected by an external Index, your policy does not directly participate in any investments underlying the Index. This is a non-participating policy.

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