COHEN SEGLIAS PALLAS GREENHALL & FURMAN, P.C.

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Attorneys for Ronald Moore and Suzanne C. Moore, as Trustee

RONALD MOORE, and SUZANNE C. MOORE, as Trustee for the Trusts Containing New England Life Insurance Company Policies 1Y200696, 1Y203173, Y151280, Y151279, Y151278, and MetLife Insurance Company USA Policies 216 002 437 USV, 216 002 441 USV, 216 002 442 USV,

COURT OF COMMON PLEAS
OF DELAWARE COUNTY

NO. 2017-002578

JURY TRIAL DEMANDED

Plaintiffs,

٧.

BERNARD AUDET, JOSEPH NASELLI, CREATIVE FINANCIAL GROUP, LTD., MML INVESTORS SERVICES, INC., f/k/a MSI FINANCIAL SERVICES, INC., NEW ENGLAND LIFE INSURANCE COMPANY, METROPOLITAN LIFE INSURANCE COMPANY, and BRIGHTHOUSE LIFE INSURANCE COMPANY,

Defendants.

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

> Delaware County Bar Association 335 West Front Street, P.O. Box 466 Media, PA 19063-2340 (610) 566-6627

AVISO

Usted ha sido demandado en la corte. Si usted desea defenderse contra los cargos que han sido expuestos en las siguientes páginas, usted debe tomar acción dentro de veinte (20) días después de que sea notificado, por escrito, compareciendo personalmente o por un abogado y llenando en la corte, por escrito su defensa u objeciones a las demandas presentadas en su contra. Usted ha sido advertido que si no lo hace el caso puede proceder sin usted y el juicio puede ser declarado en su contra por la corte sin más aviso por cualquier dinero reclamado en la demanda o por cualquier otra demanda o compensación pedida por el demandante. Usted puede perder dinero o propiedad u otros derechos que son importantes para usted. USTED DEBE LLEVAR ESTE PAPEL A SU ABOGADO, VAYA O LLAME A LA OFICINA INDICADA ABAJO. ESTA OFICINA PUEDE PROVEERLE CON INFORMACIÓN DE CÓMO ENCONTRAR UN ABOGADO.

SI USTED NO PUEDE PAGAR PARA CONTRATAR A UN ABOGADO, ESTA OFICINA PODRÍA OFRECERLE INFORMACIÓN SOBRE AGENCIAS QUE PODRÍAN OFRECER SERVICIOS LEGALES A PERSONAS ELEGIBLES A UNA TARIFA REDUCIDA O SIN COSTO.

ASOCIACIÓN DE LICENCIADOS DE DELAWARE 335 West Front Street, P.O. Box 466 Media, PA 19063-2340 (610) 566-6627

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Attorneys for Ronald Moore and Suzanne C. Moore, as Trustee

RONALD MOORE, and SUZANNE C. MOORE, as Trustee for the Trusts Containing New England Life Insurance Company Policies 1Y200696, 1Y203173, Y151280, Y151279, Y151278, and MetLife Insurance Company USA Policies 216 002 437 USV, 216 002 441 USV, 216 002 442 USV,

Plaintiffs,

v.

BERNARD AUDET, JOSEPH NASELLI, CREATIVE FINANCIAL GROUP, LTD., MML INVESTORS SERVICES, INC., f/k/a MSI FINANCIAL SERVICES, INC., NEW ENGLAND LIFE INSURANCE COMPANY, METROPOLITAN LIFE INSURANCE COMPANY, and BRIGHTHOUSE LIFE INSURANCE COMPANY,

Defendants.

COURT OF COMMON PLEAS OF DELAWARE COUNTY

NO. 2017-002578

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JURY TRIAL DEMANDED

AMENDED COMPLAINT

Plaintiffs Ronald Moore and Suzanne C. Moore, as Trustee for the Trusts Containing New England Life Insurance Company Policies 1Y200696, 1Y203173, Y151280, Y151279, Y151278, and MetLife Insurance Company USA Policies 216 002 437 USV, 216 002 441 USV, 216 002 442 USV (collectively, "Plaintiffs") by and through their undersigned counsel, Cohen Seglias Pallas Greenhall & Furman, P.C., hereby files this Amended Complaint against Defendants, Bernard Audet, Joseph Naselli, Creative Financial Group, Ltd., MML Financial

Services, Inc. f/k/a MSI Financial Services, Inc., New England Life Insurance Company, Metropolitan Life Insurance Company, and Brighthouse Life Insurance Company, in support thereof, avers as follows:

INTRODUCTION

1. This action arises out of fraud and misrepresentations made in the sale and maintenance of \$50,000,000 in life insurance coverage, among other things.

PARTIES

- 2. Plaintiff Ronald Moore is a resident of the state of Delaware, residing at 20408 Silver Lake Drive, Unit 1, Rehoboth Beach, Delaware 19971.
- 3. Plaintiff-Trustee Suzanne C. Moore is the Trustee for the following trusts (collectively, the "Trusts"):
 - a. The Ronald T. Moore Irrevocable Trust, which contains New England Life Insurance Company Policies 1Y200696 and 1Y203173;
 - b. The Danae K. Banning Revocable Trust, which contains New England Life Insurance Company Policy Y151280 and MetLife Insurance Company USA Policy 216 002 442 USV;
 - c. The Derek B. Moore Revocable Trust, which contains New England Life Insurance Company Policy Y151278 and MetLife Insurance Company USA Policy 216 002 441 USV, and
 - d. The Daria L. Moore Revocable Trust, which contains New England Life Insurance Company Policy Y151279 and MetLife Insurance Company USA Policy 216 002 437 USV.
- 4. Trustee Suzanne C. Moore is the spouse of Ronald Moore and a resident of the state of Delaware, residing at 20408 Silver Lake Drive, Unit 1, Rehoboth Beach, Delaware 19971.
- 5. Defendant Bernard Audet is a resident of the state of Delaware, residing at 119 Saint Moritz Drive, Centreville, Delaware 19807.

- 6. Defendant Joseph Naselli is a resident of the Commonwealth of Pennsylvania, residing at 9 Fawn Circle, Malvern, Pennsylvania 19355.
- 7. Defendant Creative Financial Group, Ltd. ("Creative") is a corporation organized in the Commonwealth of Pennsylvania, with a principal place of business at 16 Campus Boulevard, #200, Newtown Square, Pennsylvania 19073.
- 8. Defendant MML Financial Services, Inc. f/k/a MSI Financial Services, Inc. ("MSI") is a corporation organized in the State of Delaware, with a principal place of business at 11215 North Community House Road, Charlotte, North Carolina 28277.
- 9. Upon information and belief, MSI is the successor to New England Securities Corporation ("NESC") a result of a merger on January 2, 2015.
- 10. Defendant New England Life Insurance Company ("New England Life") is a corporation organized in the Commonwealth of Massachusetts, with a principal place of business at One Financial Center, Boston, Massachusetts 02111.
- 11. Throughout this Complaint, the "New England Companies" collectively refers to New England Life and NESC.
- 12. Defendant Metropolitan Life Insurance Company ("MetLife") is a corporation organized in the State of New York, with a principal place of business at 200 Park Avenue, New York, New York 10166.
- 13. Upon information and belief, MetLife was the affiliate or parent of NESC and MSI at all relevant times referenced in this Complaint until 2015.
- 14. Upon information and belief, MetLife was the affiliate or parent of New England Life at all relevant times referenced in this Complaint, and it remains the affiliate or parent.

- 15. Defendant Brighthouse Life Insurance Company ("**Brighthouse**") is a corporation organized in the State of Delaware, with a principal place of business located at 11225 North Community House Road, Charlotte, North Carolina 28277.
- 16. Upon information and belief, Brighthouse is the successor to MetLife Insurance Company, USA ("MetLife USA") as a result of a name change or a merger effective March 6, 2017.
- 17. Upon information and belief, at relevant times referenced throughout this Complaint, MSI, NESC, New England Life, MetLife, Brighthouse, and MetLife USA all bore some common ownership with one another, or some other type of affiliated entity relationship.

JURISDICTION AND VENUE

- 18. This Court has jurisdiction over this lawsuit because the claims arise out of occurrences taking place in Delaware County, Pennsylvania.
- 19. Upon information and belief, all defendants regularly engage in continuous and substantial business in Delaware County, Pennsylvania.

FACTUAL BACKGROUND

Mr. Ronald Moore

- 20. Mr. Moore was born in 1945, and, as of the date of this Complaint, is 71-years-old.
- 21. Mr. Moore spent his career working as an employee and owner of a construction company.
- 22. While managing his construction business, Mr. Moore began investing in real estate.
- 23. Mr. Moore saw success in real estate, and, as a result, Mr. Moore accumulated significant personal wealth.

Mr. Moore's Introduction to Creative

- 24. Mr. Moore is involved in a trade group called the Associated Builders and Contractors (the "ABC").
 - 25. In mid-1990s, Mr. Moore met Joseph Elliot through the ABC.
 - 26. At that time, Mr. Elliot worked for Creative.
 - 27. Creative is a financial services firm located in Delaware County, Pennsylvania.
- 28. After meeting for the first time, Mr. Moore and Mr. Elliot had several discussions about Mr. Moore's finances.
 - 29. At that time, Mr. Moore had a significant net worth.
- 30. Eventually, Mr. Elliot wished to introduce Mr. Moore to other employees at Creative who had more experience assisting individuals with significant assets.
- 31. Around 1998, Mr. Elliot introduced Mr. Moore to Bernard Audet and Joseph Naselli.

Audet, Naselli, and the Estate Tax Problem

- 32. Upon information and belief, Creative currently employs Audet as a financial adviser and financial services representative, and it has employed him as such at all relevant times referenced in this Complaint.
- 33. Upon information and belief, Creative currently employs Naselli as a director, financial adviser, and financial services representative, and it has employed him as such at all relevant times referenced in this Complaint.
- 34. Upon information and belief, from 1989 to the current date, Creative had an arrangement with the New England Companies, MSI, MetLife, and MetLife USA pursuant to which Creative's employees would sell insurance policies and securities offered by those entities, their affiliates, and/or their subsidiaries.

- 35. Upon information and belief, in addition to working for Creative, both Audet and Naselli were employees and agents of NESC for the period between 1994 and 2015.
- 36. Upon information and belief, while Audet and Naselli remain at Creative, they subsequently became employees of NESC's successor—MSI—in 2015.
- 37. After meeting Mr. Moore, Audet and Naselli informed Mr. Moore that he had an "estate tax problem."
- 38. At that time, Mr. Moore was only in his mid-fifties, and, prior to meeting Audet and Naselli, he was not overly-concerned about the taxes following his death.
- 39. Audet and Naselli explained to Mr. Moore that if something were to happen to him, approximately half of his estate would not pass to his wife, children, and other beneficiaries.
- 40. Audet and Naselli's discussions with Mr. Moore caused Mr. Moore to get "real serious real quick."
- 41. In the years that followed their introduction, Audet, Naselli, and Mr. Moore routinely met and exchanged calls between their offices in an effort to provide him with financial planning advice and work out a solution to the estate tax problem.
- 42. By the early 2000s, Mr. Moore's personal wealth had continued to increase significantly.
- 43. Based on the constant meetings and discussions with Audet and Naselli over the years, all in an effort to help Mr. Moore, and based on Audet and Naselli's perceived expertise, Mr. Moore developed and placed a strong degree of trust in Audet and Naselli.
- 44. Audet and Naselli ultimately suggested that Mr. Moore solve his problem with life insurance, as life insurance proceeds have certain tax advantages.

- 45. When Audet and Naselli presented Mr. Moore with the prices to obtain traditional permanent life insurance, he "damn near fell out" because of the high cost.
- 46. At that time, Mr. Moore was looking to sell his company and recognized that his income stream would significantly decrease in the future.
- 47. Because of the high premiums payments needed to maintain traditional permanent insurance and Mr. Moore's expected loss of income, Mr. Moore concluded that he could not afford insurance as the fix for his tax problem.

"The Solution"

- 48. A few weeks after suggesting life insurance, Audet and Naselli came back to Mr. Moore asking if he would be interested in purchasing a type of life insurance that "he did not have to pay for."
- 49. Audet and Naselli proposed that Mr. Moore purchase variable universal life insurance ("VUL").
- 50. Though Mr. Moore was familiar with the general concepts of traditional permanent life insurance and term life insurance, he was not familiar with VUL or how it worked.
- 51. Over numerous personal meetings at both Creative's office and Mr. Moore's office, as well as over numerous phone calls between their offices, Audet and Naselli painted Mr. Moore a picture of what he could expect from a VUL policy.
 - 52. Audet and Naselli described VUL as a type of permanent insurance.
- 53. Audet and Naselli stated that, just as with traditional permanent insurance, a VUL policy requires consistent payment of premiums to remain in force.
- 54. Audet and Naselli represented that those premiums remain level and do not increase.

- 55. Audet and Naselli represented that if Mr. Moore made sufficiently large, initial lump sum payments into a VUL policy, then those payments would serve as principal and provide a return sufficient to fund all the future premiums needed to keep the policy effective, without expiration.
- 56. Audet and Naselli explained that after making the large initial payments, Mr. Moore would not need to pay any additional premium himself.
- 57. Audet and Naselli represented that this method would allow Mr. Moore to obtain VUL coverage in the amount he desired, without expiration.
- 58. Audet and Naselli further explained that the initial lump sum payments would constitute a debt to Mr. Moore, which, upon his death, would be returned in full to his estate (the "Cash Value").

The First Policy

- 59. On or around February 13, 2002, Audet and Naselli sold Mr. Moore a VUL policy issued by New England Life (the "**First Policy**").
 - 60. At this time, Mr. Moore was 56-years-old.
- 61. Audet and Naselli told Mr. Moore that the First Policy would pay \$10,000,000 upon his death.
 - 62. Audet and Naselli told Mr. Moore that the First Policy would not expire.
- 63. Audet and Naselli told Mr. Moore that the First Policy would fund itself after Mr. Moore's initial premium payments.
- 64. Regarding the initial premium payments, Audet and Naselli asked Mr. Moore if he could "come up with about \$1,500,000" to pay for the First Policy.
- 65. Mr. Moore told Audet and Naselli that he did not have that much money in cash at that time.

- 66. Mr. Moore explained that he had about half that amount in cash, and that he could come up with the other half in about a year's time.
- 67. Audet and Naselli told Mr. Moore that his proposed payment was sufficient to fund the First Policy, and that he would not need to pay any additional premiums after the proposed payments.
- 68. Audet and Naselli told Mr. Moore that the return on his initial payments would satisfy all future premiums required to maintain the policy, and that those future premiums would not increase in cost.
- 69. Audet and Naselli told Mr. Moore that MetLife would receive his payments and that the payments would be invested.
- 70. Relying upon Audet and Naselli's advice, representations, and expertise, Mr. Moore accepted and agreed to the First Policy without reading it.
- 71. Audet and Naselli filled out Mr. Moore's application for the First Policy on his behalf, and he signed the application without reading it.
- 72. In 2002, Mr. Moore caused New England Life to be paid a premium for the First Policy in the amount of \$794,091.
- 73. In 2003, Mr. Moore again caused New England Life to be paid a premium for the First Policy in the amount of \$794,091.
- 74. Upon information and belief, Audet, Naselli, and Creative made several hundred thousand dollars in commission from the sale of the First Policy.
- 75. The Ronald T. Moore Irrevocable Trust was created in order to hold the First Policy, and Suzanne C. Moore was designated as the Trustee.
 - 76. A true and correct copy of the First Policy is attached as Exhibit "A."

Creative's Investment Management

- 77. Following the sale of the First Policy, Audet and Naselli continued to confer with Mr. Moore every three months or so to provide financial planning advice.
 - 78. Around that time, Audet and Naselli introduced Mr. Moore to James Unger.
 - 79. Unger worked in Creative's investment division.
- 80. Following the introduction and several meetings, Unger and Creative began managing a significant amount of Mr. Moore's ordinary investments, which were unrelated to the First Policy or life insurance.
 - 81. Creative earned commissions by managing Mr. Moore's ordinary investments.
- 82. Creative continuously managed a portion of Mr. Moore's investments until January, 2017, when Mr. Moore withdrew all of his assets from Creative's management.

The Second Policy

- 83. On or around December 20, 2004, Audet and Naselli sold Mr. Moore a second VUL policy with New England Life (the "Second Policy").
 - 84. Mr. Moore was 59-years-old when he purchased the Second Policy.
- 85. Like the First Policy, Audet and Naselli told Mr. Moore that the Second Policy would pay \$10,000,000 upon his death.
 - 86. Audet and Naselli told Mr. Moore that the Second Policy would not expire.
- 87. Audet and Naselli told Mr. Moore that the Second Policy would fund itself after Mr. Moore's initial premium payments.
- 88. Because Mr. Moore had a minor heart issue following the issuance of the First Policy, he was required to pay more for the Second Policy than he paid for the First Policy.
- 89. For the initial premium payments for the Second Policy, Audet and Naselli requested that Mr. Moore pay approximately \$2,300,000 over a period of years.

- 90. Audet and Naselli told Mr. Moore that aside from the \$2,300,000 dollars in premium payments, he would not need to pay any additional premiums for the Second Policy.
- 91. Audet and Naselli told Mr. Moore that the return on his initial payments would satisfy all future premiums required to maintain the Second Policy, and that those future premiums would not increase in cost.
- 92. Audet and Naselli told Mr. Moore that MetLife would receive his payments and that the payments would be invested.
- 93. Relying upon Audet and Naselli's advice, representations, and expertise, Mr. Moore accepted and agreed to the Second Policy without reading it.
- 94. Audet and Naselli filled out Mr. Moore's application for the Second Policy on his behalf, and he signed the application without reading it.
- 95. On December 20, 2004, Mr. Moore caused New England Life to be paid a premium for the Second Policy in the amount of \$74,000.
- 96. On February 4, 2005, Mr. Moore caused New England Life to be paid a premium for the Second Policy in the amount of \$796,472.
- 97. On December 29, 2005, Mr. Moore caused New England Life to be paid a premium for the Second Policy in the amount of \$870,472.
- 98. On December 22, 2005, Mr. Moore caused New England Life to be paid a premium for the Second Policy in the amount of \$560,005.
- 99. Upon information and belief, Audet, Naselli, and Creative made several hundred thousand dollars in commission from the sale of the Second Policy.
 - 100. The Second Policy was placed in the Ronald T. Moore Irrevocable Trust.
 - 101. A true and correct copy is attached as Exhibit "B."

The First Set of Family Policies

- 102. Following the sale of the Second Policy, Audet and Naselli continued to confer with Mr. Moore every three months or so to provide financial planning advice.
- 103. During one discussion in or around 2006, Audet and Naselli suggested that Mr. Moore purchase life insurance policies for each of his three children.
- 104. Following their suggestion, Mr. Moore requested to purchase non-expiring permanent life insurance for his children..
- 105. Mr. Moore requested to pay for those policies in their entirety through upfront, lump sum payments.
- 106. Mr. Moore requested that his children's policies contain the same Cash Value feature as his own policies.
- 107. Mr. Moore requested that each policy provide \$5,000,000 in insurance coverage for each child.
- 108. On January 19, 2006, Audet and Naselli sold Mr. Moore one insurance policy for each of his three children (the "**First Set of Family Policies**"), representing that the policies met the terms requested by Mr. Moore.
- 109. Relying upon Audet and Naselli's advice, representations, and expertise, Mr. Moore accepted and agreed to the First Set of Family Policies without reading them.
 - 110. New England Life issued the First Set of Family Policies.
- 111. Each policy in the First Set of Family Policies provided \$5,000,000 in insurance coverage.
- 112. Audet and Naselli represented to Mr. Moore that an aggregate payment of \$511,280 over a period of years would fully fund the First Set of Family Policies, requiring no future additional premium payment by Mr. Moore.

- 113. In total, Mr. Moore caused approximately \$511,280 in lump sum payments to be paid over the course of four years to purchase the First Set of Policies.
- 114. Upon information and belief, Audet, Naselli, and Creative received significant commissions for the sale of the First Set of Family Policies.
- 115. To hold the First Set of Family Policies, the Danae K Banning Revocable Trust, the Derek B. Moore Revocable Trust, and the Daria L. Moore Revocable Trust were established, with Suzanne C. Moore serving as Trustee for each trust.
- 116. True and correct copies of the three policies constituting the First Set of Family Policies are attached as Exhibits "C," "D," and "E," respectively.

Creative's Meetings, Review, and Reassurances

- 117. Until 2016, Mr. Moore regularly met with Unger to review his investments managed by Creative.
- 118. In addition to providing Mr. Moore with account statements for his ordinary investments, Unger would routinely provide Mr. Moore with account statements for his VUL policies.
- 119. Despite receiving these statements, Mr. Moore did not scrutinize them, but rather simply looked at their bottom line Cash Value.
 - 120. At their meetings, Unger would not review the VUL policies with Mr. Moore.
- 121. At their meetings, Unger told Mr. Moore that he had nothing to do with any of Mr. Moore's life insurance policies, but instead noted that Audet and Naselli bore responsibility for them.
- 122. As noted, Mr. Moore routinely met with and took calls from Audet and Naselli to discuss financial planning.

- 123. However, during their meetings and calls, Audet and Naselli never indicated to Mr. Moore that the VUL policies materially differed from how Audet and Naselli represented them at the time of sale or from how Mr. Moore understood them.
- 124. Further, during their meetings and calls, Audet and Naselli never discussed with Mr. Moore how the VUL policies functioned or were functioning.
- 125. In 2006 or 2007, upon reviewing one statement of value, Mr. Moore had noticed that the Cash Value of one of his policies had decreased.
- 126. Concerned, Mr. Moore spoke with Audet and Naselli several times about the decrease in value.
- 127. Audet and Naselli assured Mr. Moore that he had sufficiently funded the policies with his initial premium payments and that his life insurance coverage was not at risk.
 - 128. Mr. Moore requested that Unger provide confirmation.
 - 129. Unger told Mr. Moore that he would investigate.
- 130. Unger called Mr. Moore several days later and assured him that his policies were adequately funded and that his insurance coverage was not at risk.
- 131. As such, Mr. Moore had no further concern about the sufficiency of funding to keep his insurance coverage in force.

MetLife's Involvement

- 132. In 2007, Mr. Moore received a bill from MetLife seeking a payment of approximately \$775,000 in order to maintain the Second Policy.
- 133. As noted above, MetLife owned New England Life, and it sent the bill to Mr. Moore in an effort to collect on behalf of New England Life.
 - 134. Concerned, Mr. Moore contacted Audet and asked about the bill.

- 135. Audet told Mr. Moore to throw away the bill, representing that MetLife had likely sent him the bill by mistake.
 - 136. A few days later, Audet contacted Mr. Moore.
- 137. Audet told Mr. Moore that Mr. Moore's Policies were sufficiently funded, that his insurance coverage was not at risk, and that MetLife had erred in sending him the bill.
- 138. On November 26, 2007, MetLife sent Mr. Moore a second letter noting that the bill was erroneous, that Mr. Moore's policies were fully funded, and that "no further premium would be received."
- 139. A true and correct copy of MetLife's November 27, 2007 letter is attached as Exhibit "F."
- 140. As such, Mr. Moore had no further concern about the sufficiency of funding to keep his insurance coverage in force.

Company Transfer and Suggestion of Decreased Coverage

- 141. In 2011, Audet and Naselli approached Mr. Moore and recommended that he transfer full ownership of his company to his children.
- 142. Mr. Moore followed Audet and Naselli's recommendation and did so, completing the entire transfer on January 23, 2012.
- 143. Several months to a year later, Audet and Naselli came to Mr. Moore and recommended that Mr. Moore reduce his own life insurance coverage from \$20,000,000 to \$10,000,000, referencing the change in company ownership and explaining that transfer reduced his estate tax liability.
- 144. Audet and Naselli did not explain any particular benefit that Mr. Moore would receive from lowering his life insurance coverage.

- 145. Audet and Naselli simply explained to Mr. Moore that he should reduce his coverage because it was no longer necessary.
- 146. Mr. Moore rejected the suggestion that he forfeit \$10,000,000 in life insurance coverage.
- 147. Upon information and belief, Audet and Naselli made this suggestion to both conceal and remediate the misrepresentations that they had made during the sale of the First Policy and the Second Policy.

The Second Set of Family Policies

- 148. Around 2014, Audet and Naselli again prompted Mr. Moore to purchase more insurance, specifically a second set of policies for his children
 - 149. At that time, Mr. Moore rejected Audet and Naselli's suggestions.
 - 150. In 2016, however, Mr. Moore desired to make such a purchase.
- 151. Mr. Moore requested that Audet and Naselli sell him policies containing the same terms and coverage that he requested for the First Set of Family Polices.
- 152. On January 12, 2016, Audet and Naselli sold Mr. Moore a second insurance policy for each of his three children (the "Second Set of Family Policies"), representing that the policies met the terms requested by Mr. Moore.
- 153. Relying upon Audet and Naselli's advice, representations, and expertise, Mr. Moore accepted and agreed to the Second Set of Family Policies without reading them
 - 154. MetLife USA issued the Second Set of Family Policies.
- 155. Each policy in the Second Set of Family Policies provided \$5,000,000 in insurance coverage.

- 156. Audet and Naselli represented to Mr. Moore that an aggregate payment of \$1,151,219 over a period of years would fully fund the Second Set of Family Policies, which would require no additional premium payment by Mr. Moore.
- 157. To date, Mr. Moore has caused approximately \$148,642 to be paid for the Second Set of Family Policies.
- 158. Upon information and belief, Audet, Naselli, and Creative received significant commissions for the sale of the Second Set of Family Policies.
- 159. The policies in the Second Set of Family Policies were placed in the Derek B. Moore Revocable Trust, the Daria L. Moore Revocable Trust, and the Danae K. Banning Revocable Trust, respectively.
- 160. True and correct copies of the three policies constituting the Second Set of Family Policies are attached as Exhibits "G," "H," and "I," respectively.

Mr. Moore Learns of Creative's Misrepresentations

- 161. The "Policies" collectively refer to the First Policy, the Second Policy, the First Set of Family Policies, and the Second Set of Family Policies.
- 162. "Mr. Moore's Policies" collectively refer to the First Policy and the Second Policy.
- 163. The "Family Policies" collectively refer to the First Set of Family Policies and the Second Set of Family Policies.
- 164. In March, 2016, a financial advisor named Frank Hanna called Mr. Moore and introduced himself.
 - 165. Mr. Hanna asked to meet Mr. Moore because Mr. Moore knew his father.
 - 166. Mr. Moore and Mr. Hanna met for the first time in May 2016.
 - 167. Mr. Hanna explained that he worked in wealth management.

- 168. Mr. Hanna explained that he did not intend to take business away from Mr. Moore's current financial advisors, but asked for Mr. Moore's consideration for possible future investments or referrals.
- 169. Mr. Moore allowed Mr. Hanna to take a look at his investments and provide him with an opinion, and Mr. Hanna did so.
- 170. Around that time, Mr. Moore mentioned the Policies to Mr. Hanna and described his understanding of what they were.
 - 171. Mr. Hanna asked Mr. Moore to provide him with copies of the Policies.
 - 172. Mr. Moore was reluctant to do so at first, but eventually agreed.
 - 173. A week later, Mr. Hanna called Mr. Moore and asked to meet in person.
 - 174. At that meeting. Mr. Hanna brought along his colleague, Bryan Cogliano.
- 175. Mr. Hanna and Mr. Cogliano explained to Mr. Moore that Mr. Moore's Policies would not sustain themselves and provide \$20,000,000 in coverage without expiration, but instead the coverage would likely lapse in the coming years if Mr. Moore did not pay additional premiums.
- 176. Mr. Hanna and Mr. Cogliano also explained that the Cash Value of Mr. Moore's Policies would decrease if he failed to pay additional premiums.
- 177. Mr. Hanna and Mr. Cogliano explained that the Family Policies faced the same risk as Mr. Moore's Policies, though their lapse was not as imminent.
- 178. Mr. Moore, Mr. Hanna, and Mr. Cogliano contacted MetLife in June 2016, seeking specific reports on the status of the Policies.
 - 179. MetLife provided them with the requested reports.

- 180. The reports confirmed Mr. Hanna and Mr. Cogliano's suspicions and demonstrated that Mr. Moore's Policies would not provide Mr. Moore with \$20,000,000 in insurance coverage without expiration unless Mr. Moore paid significant additional premiums to fund those policies.
- 181. Based on the reports, Mr. Moore was presented with three possible options for addressing his own life insurance coverage.
- 182. If Mr. Moore paid several hundred thousand dollars' worth of premiums on an annual basis until he died, he could keep his policies in force without expiration with a \$20,000,000 death benefit and a consistent Cash Value.
- 183. If Mr. Moore took no action, the Cash Value of Mr. Moore's Policies would slowly dwindle, and Mr. Moore would almost certainly lose his entire death benefit and the Cash Value after a number of years.
- 184. If Mr. Moore accepted a lower aggregate death benefit of approximately \$6,000,000 and did not make any additional premium payments, Mr. Moore's death benefit would likely stay in place longer than it would if he took no action, but Mr. Moore's Policies would nevertheless almost certainly lapse in the coming years, with the Cash Value slowly dwindling to nothing.

MetLife's Confirmation and Aftermath

- 185. In September, 2016, Mr. Moore, Mr. Hanna, Mr. Cogliano, and MetLife's representative discussed the conclusions drawn from MetLife's reports.
- 186. MetLife's representative confirmed Mr. Hanna's and Mr. Cogliano's conclusions and Mr. Moore's three apparent options.

- 187. When Mr. Moore heard the confirmation by MetLife's representative, he came to believe for the first time that Audet and Naselli had betrayed his trust and misrepresented the Policies.
- 188. MetLife's representative also explained that because the Policies were based on market conditions, Audet and Naselli should have met with Mr. Moore regularly to discuss their performance and whether the Policies remained on track to maintain themselves, preserve their Cash Value, and provide Mr. Moore with his desired death benefit.
- 189. Because of the age and health of his children, Plaintiffs redeemed the First Set of Family Policies for their full Cash Value and purchased their children permanent life insurance from another provider (the "Replacement Insurance").
- 190. The Replacement Insurance contained the terms and benefits that Mr. Moore originally sought from Audet and Naselli with Family Policies, albeit at a higher cost.
- 191. Because the Second Set of Family Policies were purchased within the last year, they cannot be redeemed for any Cash Value.
- 192. The Second Set of Family Policies will not provide the coverage that Mr. Moore sought, and they will lapse in the near future.
- 193. Because of his age and health conditions, Mr. Moore is uninsurable at this time and cannot obtain replacement coverage for himself.
- 194. As of the date of this Complaint, Mr. Moore's Policies remain in effect, and Plaintiffs have taken no action in respect to either policy.

Defendants' History and Concert of Action

195. Upon information and belief, Audet and Naselli have a history of making misrepresentations and undertaking deceptive practices in the sale of VUL policies.

- 196. Upon information and belief, numerous FINRA complaints have been filed against Audet for similar practices, with Audet paying significant amounts of money to remedy the harm stemming from his practices.
- 197. Upon information and belief, Creative, MSI, the New England Companies, MetLife, and MetLife USA knew of Audet and Naselli's deceptive sales tactics and misrepresentations prior to and during all times relevant to this Complaint.
- 198. Upon information and belief, Creative, MSI, the New England Companies, MetLife, and MetLife USA encouraged such deceptive sales tactics and misrepresentations prior to and during all times relevant to this Complaint.
- 199. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, MetLife, and MetLife USA worked in concert and by common design to develop, promote, and undertake the deceptive sales practices and misrepresentations that Mr. Moore ultimately experienced.
- 200. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, MetLife, and MetLife USA worked in concert and by common design to conceal the mechanics of and inherent risk in the Policies and to mislead Mr. Moore about their nature, both prior to, during, and following the sale of the Polices.
- 201. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, MetLife, and MetLife USA undertook all such actions willfully and knowingly.
- 202. Upon information and belief, Audet and Naselli suggested that Mr. Moore forfeit \$10,000,000 in life insurance coverage for the purpose of concealing their misrepresentations to Mr. Moore.

203. Upon information and belief, if Mr. Moore had accepted the forfeiture suggestion, Audet and Naselli planned to aggregate the Cash Value of the First Policy and the Second Policy, thereby adequately funding the remaining \$10,000,000 in life insurance coverage for Mr. Moore and preventing a future coverage lapse.

COUNT I FRAUDULENT MISREPRESENTATION (Plaintiffs v. All Defendants)

204. Plaintiffs incorporate the foregoing paragraphs by reference as if set forth at length herein.

Fraudulent Misrepresentations of Mr. Moore's Policies

- 205. Audet and Naselli represented that after lump sum payments of approximately \$1,588,182 for the First Policy and \$2,300,949 for the Second Policy, both policies would provide life insurance coverage in the amount of \$20,000,000 without expiration, while maintaining their Cash Value and without requiring any additional premium payments.
- 206. Relying on these representations, Mr. Moore caused the requested lump sum payments to New England Life to be made.
 - 207. These representations were, in fact, false.
- 208. With the intent inducing reliance and the purchase of the policies, Audet and Naselli made their representations recklessly or with knowledge of their falsity.
- 209. As a result of the Plaintiffs' justified reliance on Audet and Naselli's misrepresentations, the Plaintiffs have incurred damages.

Fraudulent Misrepresentations of the Family Policies

- 210. Mr. Moore requested Audet and Naselli sell Plaintiffs permanent life insurance that would provide \$10,000,000 of aggregate coverage for each of their three children without expiration.
- 211. Mr. Moore requested that they provide such policies in exchange for the limited payment of initial lump sums, which would be recoverable upon the children's death and which would fund all future premiums required to maintain the policies.
- 212. With the intent of inducing reliance and the purchase of policies for the children, Audet and Naselli presented the Family Policies and represented that they met the requested terms.
- 213. Audet and Naselli represented that a payment to New England Life of approximately \$511,280 was required to fully fund the First Set of Family Policies.
- 214. Audet and Naselli represented that a payment to MetLife USA of approximately \$1,151,219 was required to fully fund the Second Set of Family Policies.
- 215. Relying on Audet and Naselli's representations, Mr. Moore caused to be paid \$511,280 for the First Set of Family Policies.
- 216. Relying on Audet and Naselli's representations, Mr. Moore caused payments to be made for the Second Set of Family Polices.
 - 217. These representations were, in fact, false.
- 218. With the intent of inducing reliance and the purchase of policies for the children, Audet and Naselli made their representations recklessly or with knowledge of their falsity.
- 219. As a result of Plaintiffs' justified reliance on Audet and Naselli's misrepresentations, Plaintiffs have incurred damages.

Collective Liability

- 220. At all relevant times, Audet and Naselli were employed by Creative and acting within the scope of their employment when they made their misrepresentations.
- 221. Audet and Naselli were employed by MSI's predecessor—NESC—and acting within the scope of their employment when they made their misrepresentations in order to sell the First Policy, the Second Policy, and the First Set of Family Policies.
- 222. Audet and Naselli were employed by MSI and acting within the scope of their employment when they made their misrepresentations in order to sell the Second Set of Family Policies.
- 223. By virtue of their status as employers and principals, Creative, MSI, and New England Life bear responsibility for the misrepresentations of Audet and Naselli.
- 224. Upon information and belief, Creative, MSI, the New England Companies, MetLife, and MetLife USA knew of Audet and Naselli's deceptive sales tactics and misrepresentations prior to and during all times relevant to this Complaint.
- 225. Upon information and belief, Creative, MSI, the New England Companies, MetLife, and MetLife USA encouraged such deceptive sales tactics and misrepresentations prior to and during all times relevant to this Complaint.
- 226. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, MetLife, and MetLife USA worked in concert and by common design to develop, promote, and undertake the deceptive sales practices and misrepresentations that Mr. Moore ultimately experienced.

- 227. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, MetLife, and MetLife USA worked in concert and by common design to conceal the mechanics of and inherent risk in the Policies and to mislead Mr. Moore about their nature, both prior to, during, and following the sale of the Polices.
- 228. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, and MetLife, and MetLife USA undertook these actions willfully and knowingly.
 - 229. As a successor, Brighthouse bears liability for MetLife USA.

WHEREFORE, Plaintiffs, Ronald T. Moore and Suzanne C. Moore, as Trustee, demand that judgment be entered in their favor and against all Defendants in an amount to be determined at trial, plus interest, costs of suit, attorneys' fees, punitive damages, and other such relief as this Court deems just, proper and equitable.

COUNT II NEGLIGENT MISREPRESENTATION (Plaintiffs v. All Defendants)

230. Plaintiffs incorporate the foregoing paragraphs by reference as if set forth at length herein.

Negligent Misrepresentations of Mr. Moore's Policies

- 231. Audet and Naselli represented that after lump sum payments of approximately \$1,588,182 towards the First Policy and \$2,300,949 towards the Second Policy, both policies would provide life insurance coverage in the amount of \$20,000,000 without expiration, while maintaining their Cash Value and without requiring any additional premium payments.
- 232. Relying on these representations, Mr. Moore caused the requested lump sum payments to New England Life to be made.
 - 233. These representations were, in fact, false.

- 234. Audet and Naselli made these representations with the intent inducing reliance and the purchase of the policies.
 - 235. Audet and Naselli should have known that the representations were false.
- 236. Audet and Naselli should have known that the First and Second Policy would not provide \$20,000,000 in life insurance coverage without expiration while maintaining the Cash Value and not requiring payments of any premiums additional to those originally directed by Audet and Naselli.
- 237. As a result of Plaintiffs' justified reliance on Audet and Naselli's misrepresentations, Plaintiffs have incurred damages.

Negligent Misrepresentations of the Family Policies

- 238. Mr. Moore requested Audet and Naselli sell Plaintiffs permanent life insurance providing \$10,000,000 of aggregate coverage for each of his three children without expiration.
- 239. Mr. Moore requested that they provide such policies in exchange for the limited payment of initial lump sums, which would be recoverable upon the children's death and which would fund all future premiums required to maintain the policies.
- 240. With the intent of inducing reliance and the purchase of policies for the children, Audet and Naselli presented the Family Policies and represented that they met the requested terms.
- 241. Audet and Naselli represented that a payment to New England Life of approximately \$511,280 was required to fully fund the First Set of Family Policies.
- 242. Audet and Naselli represented that a payment to MetLife USA of approximately \$1,151,219 was required to fully fund the Second Set of Family Policies.
- 243. Relying on Audet and Naselli's representations, Mr. Moore caused \$511,280 to be paid for the First Set of Family Policies.

- 244. Relying on Audet and Naselli's representations, Mr. Moore caused payments to be made for the Second Set of Family Polices.
 - 245. These representations were, in fact, false.
 - 246. Audet and Naselli should have known that the representations were false.
- 247. As a result of Plaintiffs' justified reliance on Audet and Naselli's misrepresentations, Plaintiffs have incurred damages.

Collective Liability

- 248. At all relevant times, Audet and Naselli were employed by Creative and acting within the scope of their employment when they made their misrepresentations.
- 249. Audet and Naselli were employed by MSI's predecessor—NESC—and acting within the scope of their employment when they made their misrepresentations in order to sell the First Policy, the Second Policy, and the First Set of Family Policies.
- 250. Audet and Naselli were employed by MSI and acting within the scope of their employment when they made their misrepresentations in order to sell the Second Set of Family Policies.
- 251. By virtue of their status as employers and principals, Creative, MSI, and New England Life bear responsibility for the misrepresentations of Audet and Naselli.
- 252. Upon information and belief, Creative, MSI, the New England Companies, MetLife, and MetLife USA knew of Audet and Naselli's deceptive sales tactics and misrepresentations prior to and during all times relevant to this Complaint.
- 253. Upon information and belief, Creative, MSI, the New England Companies, MetLife, and MetLife USA encouraged such deceptive sales tactics and misrepresentations prior to and during all times relevant to this Complaint.

- 254. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, MetLife, and MetLife USA worked in concert and by common design to develop, promote, and undertake the deceptive sales practices and misrepresentations that Mr. Moore ultimately experienced.
- 255. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, MetLife, and MetLife USA worked in concert and by common design to conceal the mechanics of and inherent risk in the Policies and to mislead Mr. Moore about their nature, both prior to, during, and following the sale of the Polices.
- 256. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, MetLife, and MetLife USA undertook these actions willfully and knowingly.
 - 257. As successor, Brighthouse bears liability for MetLife USA.

WHEREFORE Plaintiffs, Ronald T. Moore and Suzanne C. Moore, as Trustee, demand that judgment be entered in their favor and against all Defendants in an amount to be determined at trial, plus interest, costs of suit, attorneys' fees, punitive damages, and other such relief as this Court deems just, proper and equitable.

COUNT III <u>VIOLATION OF THE UNFAIR TRADE PRACTICES</u> AND CONSUMER PROTECTION LAW, 73 P.S. § 201-1 ET. SEQ. (Plaintiffs v. All Defendants)

- 258. Plaintiffs incorporate the foregoing paragraphs by reference as if set forth at length herein.
- 259. In the sale of the Policies, Audet and Naselli made misrepresentations and engaged in deceptive conduct—described throughout this Complaint—that deceived Mr. Moore and induced the purchase of the Policies.

- 260. The conduct undertaken and misrepresentations made by Audet and Naselli created a strong likelihood of confusion and misunderstanding.
- 261. Audet and Naselli's conduct and misrepresentations caused Mr. Moore to experience confusion and misunderstanding regarding the true nature of the Policies.
- 262. Mr. Moore reasonably relied on Audet and Naselli's aforementioned conduct and misrepresentations when purchasing the Policies and placing them in the Trusts.
 - 263. As a result of Audet and Naselli's conduct, Plaintiffs experienced damage.
- 264. By virtue of their status as employers and principals, Creative, MSI, and New England Life bear responsibility for the misrepresentations of Audet and Naselli.
- 265. Upon information and belief, Creative, MSI, the New England Companies, MetLife, and MetLife USA knew of Audet and Naselli's deceptive sales tactics and misrepresentations prior to and during all times relevant to this Complaint.
- 266. Upon information and belief, Creative, MSI, the New England Companies, MetLife, and MetLife USA encouraged such deceptive sales tactics and misrepresentations prior to and during all times relevant to this Complaint.
- 267. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, MetLife, and MetLife USA worked in concert and by common design to develop, promote, and undertake the deceptive sales practices and misrepresentations that Mr. Moore ultimately experienced.
- 268. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, MetLife, and MetLife USA worked in concert and by common design to conceal the mechanics of and inherent risk in the Policies and to mislead Mr. Moore about their nature, both prior to, during, and following the sale of the Polices.

- 269. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, MetLife, and MetLife USA undertook these actions willfully and knowingly.
 - 270. As successor, Brighthouse bears liability for MetLife USA.

WHEREFORE, Plaintiffs, Ronald T. Moore and Suzanne C. Moore, as Trustee, demand that judgment be entered in their favor and against all Defendants in an amount to be determined at trial, plus interest, costs of suit, attorneys' fees, punitive and treble damages, and other such relief as this Court deems just, proper and equitable.

COUNT IV <u>BREACH OF FIDUCIARY DUTY</u> (Plaintiffs v. Audet, Naselli, Creative, and MSI)

- 271. Plaintiffs incorporate the foregoing paragraphs by reference as if set forth at length herein.
- 272. Audet and Naselli developed a relationship with Mr. Moore than spanned over 15 years, during which Audet and Naselli met regularly with Mr. Moore and provided him with financial planning advice.
- 273. Audet and Naselli met regularly with Mr. Moore to provide him with financial planning advice for a number of years prior to the purchase of any insurance policy.
- 274. Mr. Moore had no knowledge of VUL policies aside from that provided by Audet and Naselli.
- 275. Mr. Moore developed a dependence and deep trust in Audet and Naselli based on their long-standing relationship, Audet and Naselli's perceived expertise in their field, and Mr. Moore's ignorance of VUL insurance.
 - 276. Audet and Naselli exerted an over-mastering influence over Mr. Moore.
 - 277. Creative actively managed Mr. Moore's ordinary investments.

- 278. As a result of their relationship with Mr. Moore and by virtue of the employeremployee and principal-agent status, Audet, Naselli, Creative, and MSI owed a fiduciary duty to Mr. Moore.
- 279. Audet, Naselli, Creative, and MSI breached their fiduciary duty when they recommended and sold VUL policies that did not provide the requested coverage.
- 280. Audet, Naselli, Creative, and MSI breached their fiduciary duty when they recommended and sold VUL policies that they had misrepresented.
- 281. Audet, Naselli, Creative, and MSI breached their fiduciary duty when they failed to adequately explain to Mr. Moore the mechanics of and inherent risk in the VUL policies.
- 282. Audet, Naselli, Creative, and MSI knew that Mr. Moore did not understand or appreciate the mechanics of and inherent risk in the VUL policies, and took advantage of his ignorance.
- 283. Audet, Naselli, Creative, and MSI breached their fiduciary duty by acting in their own interest rather than acting solely for Mr. Moore's benefit.
- 284. As a result of Audet, Naselli, Creative, and MSI's breach of their fiduciary duty, Plaintiffs have incurred damages.

WHEREFORE, Plaintiff, Ronald T. Moore and Suzanne C. Moore, as Trustee, demand that judgment be entered in their favor and against Defendants Bernard Audet, Joseph Naselli, Creative Financial Group, Ltd., and MSI Financial Services, Inc., in an amount to be determined at trial, plus interest, costs of suit, attorneys' fees, punitive damages, and other such relief as this Court deems just, proper and equitable.

COUNT V IN THE ALTERNATIVE NEGLIGENT SUPERVISION (Plaintiffs v. Creative and MSI)

- 285. Plaintiffs incorporate the foregoing paragraphs by reference as if set forth at length herein.
- 286. Creative, NESC, and MSI knew or should have known that Audet and Naselli engaged in deceptive sales practices and made misrepresentations in the sale of insurance policies while in the scope of their employment.
- 287. Creative, NESC, and MSI negligently and/or recklessly failed to make proper regulations, give adequate orders, and provide necessary supervision in order to prevent Audet and Naselli from engaging in such practices.
- 288. Creative, NESC, and MSI negligently and/or recklessly continued to employ Audet and Naselli despite having knowledge of their practices.
- 289. Creative, NESC, and MSI negligently and/or recklessly permitted Audet and Naselli to engage in such practices.
- 290. As a result of Audet and Naselli's practices and misrepresentations, Plaintiffs have incurred damages.

WHEREFORE, Plaintiffs, Ronald T. Moore and Suzanne C. Moore, as Trustee, demand that judgment be entered in their favor and against Defendants Creative Financial Group, Ltd. and MSI Financial Services, Inc., in an amount to be determined at trial, plus interest, costs of suit, attorneys' fees, punitive damages, and other such relief as this Court deems just, proper and equitable.

Date: June 29, 2017

Respectfully submitted,

COHEN SEGLIAS PALLAS GREENHALL & FURMAN, P.C.

By:

EDWARD SEGLIAS, ESQ.
MATTHEW SKAROFF, ESQ.
Attorneys for Plaintiffs Ronald Moore
and Suzanne C. Moore, as Trustee

VERIFICATION

I, Suzanne C. Moore, have reviewed the facts set forth in the foregoing Amended Complaint, and I attest that they are true and correct to the best of my knowledge, information, or belief.

This statement is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

Suzanne C. Moore

Date: 6-27-17

VERIFICATION

I, Ronald T. Moore, have reviewed the facts set forth in the foregoing Amended Complaint, and I attest that they are true and correct to the best of my knowledge, information, or belief.

This statement is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

gnald T. Moore

Date: 6-27-17

COHEN SEGLIAS PALLAS GREENHALL & FURMAN, P.C.

By: EDWARD SEGLIAS, ESQ.

MATTHEW SKAROFF, ESO.

Identification Nos.: 55103/321280 30 South 17th Street, 19th Floor

Philadelphia, PA 19103

215-564-1700

Attorneys for Ronald Moore and Suzanne C. Moore, as Trustee

RONALD MOORE, and SUZANNE C. MOORE, Trustee for the **Trusts** Containing New England Life Insurance Company Policies 1Y200696, 1Y203173, Y151280, Y151279, Y151278, and MetLife Insurance Company USA Policies 216 002 437 USV, 216 002 441 USV, 216 002 442 USV,

COURT OF COMMON PLEAS OF DELAWARE COUNTY

NO. 2017-002578

:

JURY TRIAL DEMANDED

Plaintiffs,

BERNARD AUDET, JOSEPH NASELLI, CREATIVE FINANCIAL GROUP, LTD., MML INVESTORS SERVICES, INC. f/k/a MSI FINANCIAL SERVICES, INC., NEW ENGLAND LIFE INSURANCE COMPANY, **METROPOLITAN** LIFE **INSURANCE** COMPANY, and BRIGHTHOUSE LIFE **INSURANCE COMPANY,**

Defendants.

CERTIFICATE OF SERVICE

I, Matthew R. Skaroff, Esquire, hereby certify that I caused a true and correct copy of the foregoing Amended Complaint to be served on June 30, 2017 by hand delivery, with courtesy copy via electronic mail, upon the following persons:

v.

Danielle M. Karcich, Esq. McCARTER & ENGLISH, LLP

1600 Market Street, Suite 390 Philadelphia, PA 19103 dkarcich@mccarter.com

MATTHEW R. SKAROFF, ESQUIRE

Dated: June 30, 2017

opying Prohibited

EXHIBIT A

Cobino

501 BOYLSTON STREET BOSTON, MA 02116-3700

Variable Life Policy

Insured Ronald T Moore

Policy Number 1Y200696

Plan

Flexible Premium Adjustable Variable Life

New England Life Insurance Company Agrees to pay the Death Benefit of this Policy to the Beneficiary on receipt of proof of the death of the Insured; and to provide the other rights and benefits of the Policy.

These agreements are subject to all of the provisions of the Policy.

Signed on the Date of Issue for the Company at its

Administrative Office: 501 Boylston Street Boston, Massachusetts 02117

President

Daniel D. John

Secretary

Flexible Premium Adjustable Variable Life Policy

- The Death Proceeds are payable at the death of the Insured if the Policy is in force.
- The Policy can be adjusted by increasing or decreasing the Face Amount.
- The amount and frequency of premium payments can be changed.
- The Policy does not share in dividends.

THE DEATH BENEFIT ON THE POLICY DATE WILL BE **EQUAL TO THE FACE** AMOUNT SHOWN IN SECTION 1. THEREAFTER, THE DEATH BENEFIT CAN VARY FROM DAY TO DAY. IT CAN INCREASE OR DECREASE, DEPENDING ON SEPARATE INVESTMENT ACCOUNT PERFORMANCE AND ON FIXED ACCOUNT INTEREST. SEE SECTION 8. THE CASH VALUE OF THIS POLICY CAN VARY FROM DAY TO DAY. IT CAN INCREASE OR DECREASE, DEPENDING ON SEPARATE INVESTMENT ACCOUNT PERFORMANCE AND ON FIXED ACCOUNT INTEREST. SEE SECTION 12.

Please Read Your Policy Carefully

This Policy is a legal Contract between you and the Company.

RIGHT TO RETURN THE POLICY

When this Policy is issued or when you receive an increase in Face Amount, you should examine it. You can return the Policy or the increase in Face Amount (See Section 14) to the Company or its Agent for any reason within 10 days after you receive it from the Company. If you return an increase in Face Amount: any Monthly Deduction and any Administrative Charge for the increase in Face Amount will then be credited to the Policy; and the increase in Face Amount will be cancelled from the start. Otherwise, if you return the Policy: an amount equal to the sum of (a) the difference, if any, between any premium paid plus any unscheduled payment made and the amounts allocated to the Variable Account and the Fixed Account and (b) the value of any amounts allocated to the Variable Account and the Fixed Account will be refunded to you; and the Policy will be cancelled from the start.

Policy Provisions

Section

- 1 Policy Schedule 2
- Table of Guaranteed Maximum Cost of
- Insurance Rates Per \$1,000 3 Table of Net Single Premiums
- Accounts Available on Date of Issue 4
- 5 Contract
- 6 The Variable Account
- The Fixed Account
- 8 Death Benefit
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- 10 Monthly Deduction
- 11 Reinstatement After Lapse
- 12 Cash Value of the Policy
- 13 Policy Loans
- 14 Adjustments
- 24 Months Conversion Right 15
- 16 Owner and Beneficiary
- 17 Payment of Benefits
- 18 **Payment Options**
- 19 Life Income Tables
- Riders, if any
- Amendments and Endorsements
- Copy of the Application
- Adjustment Attachments

Alphabetical Guide

Section

- Accounts 4
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- 12 Accumulation Unit Value
- Adjustment
- 1, 5 Adjustment Date
- 1, 5 Age of Insured
- 10 Amount at Risk
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- Beneficiary 16
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 - 3, 8 Net Single Premium
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 - Periodic Reports
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 - 5 Postponement of Payments
 - 9 Premiums
 - 11 Reinstatement
 - Schedule, Policy
 - Sub-Accounts
 - 5 Suicide
 - 12 Surrender of the Policy
 - 15 24 Months Conversion Right
 - 6 Variable Account

1. Policy Schedule

Owner and Beneficiary

As named in the Application or as later changed. See the Owner and Beneficiary Section of the Policy.

Policy Number 1Y200696

Age 57

Sex Male

Policy Date

February 13, 2002

Policy Loan Interest Rate

4.75%

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 1 WILL BE CHANGED. SEE SECTION

Schedule of Benefits

Flexible Premium Adjustable Variable Life

Death Benefit Option: 1

Definition of Life Insurance Test:

Guideline Premium Test

Corridor:

Face Amount \$10,000,000

Date of Issue February 13, 2002

Policy Class Preferred

Nonsmoker Standard

Maximum Monthly Policy Fee

Maximum Monthly Face Amount

Increase Administrative Charge

Maximum Monthly Mortality and Expense Risk Charge \$10.00

for 12 months, lesser of: \$0.00080 times Face Amount Increase; and \$25 \$0.000625 times Cash Value at the

beginning of the day

Schedule of Annual Premiums

Planned Annual Premium:

Years

1-4

\$794,091.00 *

Thereafter Monthly Minimum Premium:

\$0.00 *

Maximum Premium Expense Charge:

\$2,621.98

10.0%

This coverage may expire if premiums paid are insufficient to continue the coverage. There may be little or no Cash Value at that time.

* If the Planned Annual Premium is paid on the first day of each policy year, and the investment return of the Policy's sub-accounts is 4% in all years and the guaranteed maximum charges apply in all years, this Policy will terminate in policy year 26 unless additional premium is paid.

2. Table of Guaranteed Maximum Cost of Insurance Rates per \$1,000 Based on the 1980 CSO Table B

Policy Number 1Y200696

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 2 WILL BE CHANGED. SEE SECTION 14.

Policy Year	Monthly	Rate Policy	Year Monthly Rate	
1 2 3 4 5	.9650	23	6.8808	
2	1.0450	24	7.4858	
3	1.1308	25	8.1617	
4	1.2267	26	8.9317	ì
5	1,3333	27	9.8042	à
6 7	1.4558	28	10.7583	_
7	1.5967	29	11.7817	
8 9	1.7542	30	12.8475	
9	1.9258	31	13.9575	
10	2,1075	32	15.1033	
11	2.3008	33	16.2950	
12	2.5025	34	17.5442	
13	2.7217	35	18.8758	
14	2.9658	36	20.3442	
15	3.2458	37	22.0033	
16	3.5700	38	24.1133	
17	3.9442	39	27.0742	
18	4.3642	40	31.7475	
19	4.8200	41	39.8075	
20	5.3042	42	54.7817	
21	5.8083	43	83.3333	
22	6.3292		00.000	

Daniel Dorlan

3. Table of Net Single Premiums

Policy Number 1Y200696

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 3 WILL BE CHANGED. SEE SECTION 14.

			THE SECOND SECOND
Policy Yea	r NSP	Policy Year	NSP
1	.4707911	,	INO
2	.4916564	23	.7729070
2 3	.5048856	24	.7845287
4	.5182973	25	.7959443
5	.5318704	26	
6	.5455833	27	.8071074
4 5 6 7	.5593912	28	8179259
8	.5732413	29	8283009
8 9	.5870962	30	.8381937
10	.6009370	31	8476017
11	.6147717	32	.8565898
12	.6286058	33	.8652322
13	.6424666	34	8736410
14	.6563470	35	8819421
15	.6702161	36	.8902902
16	.6840078	37	.8988720
17	.6976349	38	.9078981
18	.7110004	39	.9176688
19	.7240348	40	.9283859
20		41	.9401686
20 21 22	.7367149 .7490520 .7610935	41 42 43	.9528946 .9661403 .9790418

4. Accounts Available on February 13, 2002

Variable

State Street Research Money Market Series Capital Growth Sub-account State Street Research Bond Income Series MetLife Stock Index MFS Total Return Series Harris Oakmark Mid Cap Value Series Sub-account Westpeak Growth and Income Sub-account Fidelity VIP Equity-Income Sub-account Fidelity VIP Overseas Sub-account Loomis Sayles Small Cap Sub-account Fidelity VIP High Income Sub-account Fidelity VIP II Asset Manager Sub-account Balanced Series Sub-account Alger Equity Growth Sub-account Putnam International Stock Portfolio Sub-account Davis Venture Value Sub-account MFS Investors Trust Sub-account MFS Research Managers Sub-account Janus Mid Cap Portfolio Sub-account Putnam Large Cap Growth Portfolio Sub-account Russell 2000 Index Portfolio Sub-account Lehman Brothers Aggregate Bond Index Portfolio Morgan Stanley EAFE Index Portfolio State Street Research Aurora Small Cap Value MetLife Mid Cap Stock Index Portfolio American Funds Growth Funds American Funds Growth & Income Fund American Funds Global Small Cap Fund Janus Growth Portfolio State Street Research Investment Trust Franklin Templeton Small Cap Growth Portfolio Neuberger Berman Partners Mid Cap Value Portfolio MFS Mid-Cap Growth Portfolio PIMCO Innovation Portfolio

Fixed

Fixed Account

5. Contract

The Contract

This Policy is a legal contract between the Owner of the Policy (called "you") and New Life Insurance Company, Massachusetts corporation, Company"). The Policy, which includes the attached Application and any Application for adjustment of the Policy, is the entire contract between you and the Company. All riders are listed in Section 1. A change in or waiver of the provisions of the Policy must be signed by the President or the Secretary of the Company to be valid.

Payments Under the Contract

All contract amounts are in dollars of the United States of America. Payments by the Company under the contract will be made at the Home Office of the Company. obligations of the Company are subject to all payments made and actions taken by the Company under the Policy before receipt by the Company at its Administrative Office of proof of death of the insured.

Policy years, months and anniversaries are all measured from the Policy Date. Contestable and suicide periods start on the Date of Issue and on the Adjustment Date for each increase in Face Amount. The Policy Date, the Date of Issue and each Adjustment Date are all shown in Section 1.

Not Contestable After Two Years

Insurance is issued by the Company in reliance on the statements made in the Application for insurance. Those statements representations; they are not warranties. No statement can be used to contest or rescind insurance or to defend against a claim unless contained in the Application for the insurance. The insurance issued under this Policy will not be contestable after it has been in force during the life of the Insured:

With respect to the amount of Death Benefit which results from other than payments for which proof of insurability is required, for two years from the Date of Issue; and

- With respect to any amount of Death Benefit which results from a payment for which proof of insurability is required, for two years from the date that payment is received; and
- With respect to the amount of the Death Benefit associated with each increase in Face Amount, for two years from the Adjustment Date for that increase.

Suicide Within Two Years

If the Insured dies by suicide while sane or insane within two years from the Date of Issue, the Death Benefit will be limited to: the amount of the premiums paid; less any Policy Loan Balance on the date of death; and less any partial surrenders.

If the insured dies by suicide while sane or insane more than two years after the Date of Issue but within two years from the Adjustment Date for an increase in Face Amount, the Death Benefit for that increase in Face Amount will be limited to the Monthly Deductions and any Face Amount Increase Administrative Charge made to pay for that increase.

Age and Sex of Insured

The age of the Insured on the Policy Date and on each policy anniversary means the age at the nearest birthday of the Insured. For an increase in Face Amount during a policy year, age means age at the start of that policy year.

If the age or sex of the Insured has not been correctly stated in the Application, the Death Benefit will be the amount that the most recent Monthly Deduction which was made would have provided for the correct age and sex.

Claims of Creditors

The Policy and payments under it are exempt from the claims of creditors to the extent allowed by law.

Basis of Values

"1980 CSO" means Commissioners 1980 Standard Ordinary; it is used to describe mortality tables. Minimum Cash Values. Reserves and Guaranteed Insurance Factors are based on the mortality table shown in Section 2. Interest is compounded daily at the effective rate of 4% per year. A detailed statement of the method of computing values has been filed, where required, with the Insurance Department of the state in which the Policy is delivered. All values are equal to or in excess of the minimum values required by the law of that state.

Periodic Reports

The Company will send you all reports required by law and regulation. Such reports will be sent once each year or more often if required by law or regulation. The annual report will include, as of the date for which the report is made: the Death Benefit; the Cash Value; any Policy Loan Balance; and any other information required by law or regulation.

Policy Illustration of Benefits and Values
Upon written request the Company will send
you a policy illustration which will illustrate
benefits and values under the Policy.

Postponement of Variable Benefits

Except for a Policy Loan that will be used to pay premiums on policies issued by the Company, the Company can postpone the determination of and the payment or transfer of amounts based on separate investment account performance if:

- The New York Stock Exchange is closed for trading (except for normal weekend and holiday closing) or when trading is restricted; or
- The Securities and Exchange Commission determines that a state of emergency exists which may make payment or transfer impractical; or
- The Securities and Exchange Commission orders the Variable Account or orders the New England Zenith Fund or its successor or any other investment company or pool of investment assets in which the Variable Account is invested to postpone payment or transfer of variable benefits.

Postponement of Surrenders, Transfers and Loans From The Fixed Account

The Company can postpone the payment of the portion of the Policy's Net Cash Value which is in the Fixed Account for not more than six months after surrender. If payment is postponed for more than 30 days, it will be credited with interest from the date of surrender. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year.

The Company can postpone transfers from the Fixed Account for not more than six months from the date of the request. The effective date of the transfer is the date on which values are transferred from the Fixed Account.

The Company can postpone the making of any Policy Loan and any partial surrender from the Fixed Account for not more than six months from the day you apply, except Loans or partial surrenders to pay premiums on policies issued by the Company.

6. The Variable Account

The Variable Account

The Variable Account (called "the Account") is a separate investment account established by the Company in accordance with Delaware law and is now operated in accordance with Massachusetts law. The assets of the Account are owned by the Company. The assets of the Account will be used to provide values and benefits under this Policy and similar policies. The portion of the Account assets equal to the reserves plus other policy liabilities of the Account is not chargeable with liabilities arising out of any other business the Company may conduct. The Company reserves the right to transfer to its general account Variable Account assets which exceed the total of reserves and other liabilities of the Account. Income and realized and unrealized capital gains and losses of the Account are credited to the Account without regard to any of the Company's other income or capital gains and

Sub-Accounts

The Account consists of sub-accounts, each of which is invested in shares of one portfolio of the New England Zenith fund or its successor or any other investment company or pool of investment assets in which the Account is invested. Units of a portfolio are purchased for a sub-account at their net asset value.

The Policy's first investment is made in the Money Market sub-account as of the latest of:

- The Policy Date;
- The date of the Part II of the Application for the initial Face Amount, if any is required; and
- The date the first premium is received by the Company.

The Policy's Cash Value will be transferred, based on your choice, to the sub-accounts and the Fixed Account on the day the Company mails the Confirmation for the initial premium. Before this transfer, the values and benefits of the Policy will depend on the net investment performance of the Money Market sub-account. After this transfer, each net premium allocated to the Account and each net unscheduled payment allocated to the Account will be applied to the sub-accounts you chose as of the date it is received by the Company at its Administrative Office.

Each net purchase payment allocated to the Account will be credited in the form of Accumulation Units to the sub-accounts you elect. The number of Accumulation Units credited to a sub-account will be equal to the portion of the net purchase payment credited to that sub-account divided by the Accumulation Unit Value (see Section 12) for that sub-account for the applicable Valuation Period.

The number of Accumulation Units in a sub-account will be reduced whenever its value is reduced due to any of these events: a full or partial surrender; a decrease in Face Amount; a Policy Loan; a transfer; a Monthly Deduction; and payment of a Face Amount Increase Administrative Charge. The reduction is determined by dividing the dollar amount of the transaction by the Accumulation Unit Value (see Section 12) for the Sub-Account.

Each distribution of income, dividends and capital gains from a portfolio to a sub-account will be reinvested for the benefit of the owners of the policies in that sub-account at net asset value in units of the portfolio which made the distribution.

The Cash Value of the Policy at any time cannot be allocated among more than 10 sub-accounts, except with the consent of the Company; and the Fixed Account will be counted in the limit of 10.

The values and benefits of a policy depend on: the investment performance of the portfolios in which the sub-accounts are invested; and the interest credited to the Fixed Account. The Company does not guarantee the investment performance of the portfolios of the sub-accounts. You bear the investment risk for amounts invested in the sub-accounts for your Policy.

Choice of Sub-Accounts

You choose the sub-accounts in which net premiums and net unscheduled payments are to be invested. See Section 4 or the current prospectus for a list of the sub-accounts of the Account. You can change the choice for future premiums and future unscheduled payments at any time by notice to the Company. The change will be effective as of the date the request is received by the Company at its Administrative Office. The portion of the net premium and the net unscheduled payment to be applied to each sub-account chosen must be a whole percent.

Change in Portfolios

The Company can add or remove portfolios as sub-account investments as permitted by law. When a change is made, the Company will send you: a revised prospectus for the Account which will describe all of the portfolios then available in the New England Zenith Fund or its successor or any other investment company or pool of investment assets in which the Account is invested; and any notice required by law.

When a portfolio is removed, the Company has the right to substitute a different portfolio in which the sub-account will then invest:

- The value of the removed portfolio; and
- Future net premiums and future net unscheduled payments applied to that subaccount.

Transfer Option

After 15 days from the date the Company mails the Confirmation of the first premium, you can transfer all or a portion of the Policy's existing share of a sub-account to another sub-account or to the Fixed Account. (See Restriction of New Amounts Applied to the Fixed Account provision.) Requests for transfers can be made in writing or by telephone. The Company is not responsible for determining the authenticity of transfer instructions received by telephone. Transfers will be subject to a limit of 4 in each policy year, except with the consent of the Company. A transfer out of the Fixed Account will not count against this limit.

Change of Investment Policy

The investment policy of the Account will not be changed unless: (a) the change has been approved by the Insurance Commissioner of the Commonwealth of Massachusetts; and (b) a statement of the approval process has been filed with the Insurance Department of the state in which this Policy is delivered. If the investment policy of the Account is changed, the Company will give you written notice of the change. You can then choose to convert this Policy fixed benefit to coverage. conversion will be on the basis described in the 24 Months Conversion Right section. (See Section 15.) Your request to convert this Policy must be made within 60 days of the later of: (a) the effective date of the investment policy change; or (b) the date you receive the notice of the change.

Rights Reserved by the Company

The Company reserves the right to take certain subject to compliance with including, if required, the approval of the owners of the policies. These actions are: (a) to create new investment accounts; (b) to combine any two or more separate investment accounts, including the Account; (c) to invest some or all of the assets of the Account other than in the New England Zenith Fund; (d) to invest some or all of the assets of the Account in any other investment company or pool of investment assets chosen by New England Life Insurance Company; (e) to remove a portfolio in which the sub-account is invested or to substitute a different portfolio; (f) to operate the Account as a management investment company and to charge investment advisory fees under the Investment Company Act of 1940 or to operate the Account in any other form permitted by law; and (g) to deregister the Account under the Investment Company Act of 1940 if registration is no longer required.

The Fixed Account

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The Fixed Account is a segmented fund within the general account of the Company.

If you choose the Fixed Account, the first date on which money is applied to the Fixed Account for the Policy is the latest of:

- the Company Confirmation for the initial premium; and
- The effective date of the choice of the Fixed Account.

Before this date, the value of the portion of the net premium and any net Unscheduled Payment allocated to the Fixed Account will depend on the net investment performance of the Money Market sub-account of the Variable Account. After this date, each net premium allocated to the Fixed Account and each net unscheduled payment allocated to the Fixed Account will be applied as of the date it is received by the Company at its Administrative Office. Each transfer to the Fixed Account will be applied as of the transfer date.

Fixed Account Interest

Except as noted in the Repayment of Loans provision of Section 13, the rate of interest for each amount applied to the Fixed Account: will be the rate set by the Company in advance for the date the amount is applied to the Fixed Account; and will not be less than a rate equivalent to an annual effective rate of 4%. The effective interest rate used on the Policy will be the weighted average of all such rates for the Policy.

Each year, on the policy anniversary, the Company will determine a portion, if any, of the Policy's portion of the Fixed Account which will be reinvested at the rate effective on that

Interest will be credited to the Fixed Account on a daily basis.

Restriction of New Amounts Applied to the **Fixed Account**

The Company reserves the right to restrict new amounts applied to the Fixed Account if the rate of interest that would be used for the new amount is a rate equivalent to an annual effective rate of 4%.

Transfers Out of the Fixed Account

You can transfer a limited amount of the Policy's portion of the Fixed Account to the sub-accounts once within 30 days after each policy anniversary. The transfer will be limited to the greater of: 25% of the Policy's portion of the Fixed Account on the transfer date; and the amount of the Policy's portion of the Fixed Account transferred to the sub-accounts the prior year. However, if less than \$100.00 would remain in the Fixed Account after the transfer, you can transfer the remainder to the subaccounts. Requests for transfers can be made in writing or by telephone. The Company is not responsible for determining the authenticity of transfer instructions received by telephone.

Choice of the Fixed Account

You can choose to have net premiums and net unscheduled payments applied to the Fixed Account. You can change the choice for future net premiums and future net unscheduled payments at any time by notice to the Company in writing. (See the Restriction of New Amounts Applied to the Fixed Account provision.) The portion of the net premium and net unscheduled payment to be applied to the Fixed Account must be a whole percent.

8. Death Benefit

Death Benefit

The Company will pay a Death Benefit to the Beneficiary upon receipt of proof of the death of the insured. The amount of the Death Benefit will depend on the Death Benefit Option in effect on the date of death if death occurs prior to age 100. If death occurs on or after age 100, the Death Benefit will equal the greater of: the Cash Value on the date of death; and the Face Amount of the Policy if, at age 100, the Policy has a Guaranteed Death Benefit Rider attached and the Guarantee is in effect. The amount payable in either event will be reduced by any Policy Loan Balance on the date of death. If the insured dies during the grace period, an amount will be deducted from policy proceeds Deductions to the date of death. The policy proceeds will be paid in one sum unless all or part of the proceeds is applied to a Payment Option. (See Payment of Benefits, Section 17.)

Definition of Life Insurance Test

This Policy is intended to qualify as a flexible premium adjustable life insurance contract under the Internal Revenue Code (called "the Code) and any interpretive regulation or rulings by the Internal Revenue Service. The Code provides two tests to determine whether the policy meets the definition insurance: the Cash Value Accumulation Test; of life and the Guideline Premium Test. The Test used for the life of this Policy will be the one chosen in the original Application; that Test cannot be changed.

If you choose the Cash Value Accumulation Test, the Death Benefit will not be less than: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death; divided by the Net Single Premium. (See Section 3.)

If you choose the Guideline Premium Test, the Death Benefit will not be less than a percentage of: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death. The percent used will be based on the age of the insured at the beginning of the policy year Table of Applicable Percentages below.

Table of Applicable Percentages

Age	Applicab le Percent	Age	Applicab le
0 through 40	250	61	Percent
41	243		128
42	236	62	126
43	229	63	124
44	222	64	122
45	215	65	120
46	209		
47	203	66	119
48	197	67	118
49	191	68	117
50	185	69	116
51	105	70	115
-	178	71	
52	171	72	113
53	164	73	111
54	157	74	109
55	150		107
	1	75 through 90	105
56	146		
57	142	91	104
58	138	92	103
59	134	93	102
	134	94 through	101
60	130	99	,
Dooth D		100	100

Death Benefit Options

This Policy provides two Death Benefit Options. The Death Benefit Option will be as chosen in the Application or as later changed. The Death Benefit Option is shown in Section 1.

If Option 1 is chosen, the Death Benefit equals

- The Face Amount shown in Section 1; and
- The death benefit required by the Cash Value Accumulation Test or the Guideline Premium Test, depending on the Definition of Life Insurance Test chosen for the

If Option 2 is chosen, the Death Benefit equals

- The Face Amount shown in Section 1 plus the Cash Value; and
- The death benefit required by the Cash Value Accumulation Test or the Guideline Premium Test, depending on the Definition of Life Insurance Test chosen for the

When you apply for an Adjustable Term Rider, you can choose to have the Term Amount of the Rider added to the Face Amount of the Policy for purposes of calculating the Death Benefit. Your choice cannot be changed.

Changing the Death Benefit Option

After the first policy year you can change the Death Benefit Option by written application to the Company. A change in Death Benefit Option will be effective on the Adjustment Date shown in the new Policy Schedule.

Except with the consent of the Company, a change from Option 1 to Option 2 can be made only if the Face Amount after the change will be at least \$50,000. If you change from Option 1 to Option 2:

- The Face Amount will be decreased such that the Death Benefit immediately before and after the change is the same; and
- A decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis.

A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy. If you chose the Guideline Premium Test for the Policy, a portion of the Cash Value will be paid to you if necessary in order to allow the Policy to continue to qualify as life insurance.

If you change from Option 2 to Option 1:

- The Face Amount will be increased such that the Death Benefit immediately before and after the change is the same; and
- This increase in Face Amount will be applied to the initial Face Amount and to each prior increase in Face Amount on a pro rata basis.

The requirements in the Increase in Face Amount provision of Section 14 do not apply to a change from Option 2 to Option 1.

9. Premiums

Payment

Premiums are payments made to the Company to pay for the Policy. The Policy will not be in force until the first premium is paid. The Company will send you a Confirmation for the first premium. After the first premium is paid, premiums can be paid: at any time; and in any amount, subject to the Limits on Premiums below. Payments can be made at the Administrative Office of the Company or at any Agency of the Company. A receipt for payment signed by the Secretary of the Company will be given on request. Unless you request otherwise in writing to the Company, any payment received by the Company when a Policy Loan exists on the Policy will be used: first, as a planned premium; second, as payment of the loan interest due; third, as a repayment of the Policy Loan; and fourth, as an unscheduled payment.

Amount and Frequency

Planned annual premiums are shown in Section 1. Payments and Planned Premium Dates can be annual, semi-annual or quarterly or can be at any frequency agreed to by the Company. (See Limits on Premiums below.)

Unscheduled payments can be made at any time. (See Limits on Premiums below.)

Cash Values and Death Benefits will be permanently affected by the amount and frequency of planned and unscheduled payments.

Limits on Premiums

Payments are subject to these limits:

- No payment can be made at and after age 100, except as stated in the Grace Period provision (see Section 10); and
- No payment can be less than \$25; and
- Total planned and unscheduled payments will be limited to the Company's published maximum; and
- No unscheduled payment can be made if it increases the Death Benefit by more than it increases the Cash Value, except with evidence of insurability and the consent of the Company; and
- No planned premium can be increased except with the consent of the Company.

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r, of e h If you have selected the Guideline Premium Test for the Policy (see Section 8, Definition of Life Insurance Test), premiums on this Policy are limited to an amount no greater than that allowing the Policy to continue to qualify.

Net Payments

Each net premium and each net unscheduled payment equals: the payment; *less* no more than the Maximum Premium Expense Charge at the rate shown in Section 1.

10. Monthly Deduction

Monthly Deduction

On the first day of each policy month, whether or not premiums are paid, the Company will make a Monthly Deduction for that policy month from the Cash Value of this Policy. The amount of the Monthly Deduction for a policy month equals:

- The cost of insurance and the cost of any riders for the policy month;
 PLUS
- An amount not greater than the Maximum Monthly Policy Fee shown in Section 1; PLUS
- A monthly Mortality and Expense Risk Charge not greater than the Maximum stated in Section 1.

If the Policy meets the Monthly Minimum Premium test (see below) or if a Guaranteed Death Benefit Rider is attached and the Guarantee is in effect, whether or not premiums are paid, the Monthly Deduction will be made until the Cash Value equals zero. Otherwise, the Monthly Deduction will be made as long as the Net Cash Value is sufficient to cover the entire Monthly Deduction. This provision will not continue any rider beyond the termination date as provided in the rider.

The Monthly Deduction will reduce the sub-accounts and the Fixed Account in the same proportion as the Cash Value of the Policy is in the sub-accounts and the Fixed Account. However, you can choose in writing to have Monthly Deductions reduce: a specific sub-account until the Policy's portion of that sub-account equals zero; and then the remaining sub-accounts and the Fixed Account in the same proportion as the Cash Value of the Policy is in the sub-accounts and the Fixed Account.

Cost of Insurance

The monthly cost of insurance equals: the amount at risk; times the cost of insurance rate per \$1,000 for that month divided by 1,000. The amount at risk equals:

- The Death Benefit on the first day of the policy month discounted at .3273745% (the monthly equivalent of 4% per year); LESS
- The Cash Value on the first day of the policy month after the deduction of: the cost of insurance and the cost of any riders for the policy month; plus the Monthly Policy Fee.

Cost of Insurance Rates

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The cost of insurance rates will be set by the Company each year on the policy anniversary, based on the expectations of the Company as to future experience.

The Table of Guaranteed Maximum Cost of Insurance Rates per \$1,000 (see Section 2) shows the maximum guaranteed rate for each policy month which starts on the Policy Date or a policy anniversary. The rates between anniversaries vary monthly based on the assumption of uniform distribution of deaths throughout the policy year. The cost of insurance rates for each policy year for the initial Face Amount and for each increase in Face Amount are based on: the sex of the Insured; the underwriting class of the Insured; and the age of the Insured on the first day of the policy year.

Monthly Deduction Adjustment At Death

The portion of any Monthly Deduction made for a period beyond the date of death will be added to the policy proceeds unless this amount has already been included in the Death Benefit as described in the Definition of Life Insurance Test provision in Section 8. If the Insured dies during the grace period, an amount will be deducted from the policy proceeds to cover Monthly Deductions to the date of death.

Grace Period

Unless the Policy meets the Monthly Minimum Premium test or unless a Guaranteed Death Benefit Rider is attached and the Guarantee is in effect, if the Net Cash Value on the first day of a policy month is not enough to cover the Monthly Deduction for that month, Company will mail a premium notice to you and any assignee at the addresses on record with the Company. There is a grace period of 62 days from the date when the Monthly Deduction was due in which to pay a premium large enough to permit the Monthly Deduction to be made. The insurance remains in force during the grace period. If the premium remains unpaid at the end of its 62-day grace period, the Policy will lapse without value. Any riders will also lapse without value unless otherwise stated in the rider.

Monthly Minimum Premium

If certain criteria are met, this Policy will not be lapsed even if the Net Cash Value on the first day of the policy month is not enough to cover the Monthly Deduction due for that month. During the first three policy years, on the first day of each policy month, the Company will test for this benefit unless this Policy is the result of exercising a Change to a New Insured rider.

The test will compare (a) to (b), where: (a) equals the total of the Monthly Minimum Premiums for the Policy from the Policy Date to that policy month; and (b) equals the total premiums paid to date less all partial surrenders and any Cash Value paid to you to allow the Policy to continue to qualify as life insurance and any Policy Loan Balance at that time. If (b) is greater than or equal to (a), the Policy will not be lapsed if the Net Cash Value on the first day of the policy month is not enough to cover the Monthly Deduction due for that month.

The Monthly Minimum Premium is shown in the Policy Schedule. (See Section 1.) This Premium will be recalculated when: the Face Amount is decreased; the amount provided by riders attached to this Policy is changed; a partial surrender is made which results in a decrease in Face Amount; or the underwriting class of this Policy and its riders is changed to a more favorable underwriting class.

11. Reinstatement After Lapse

Reinstatement

If the Policy lapses, the Policy and riders can reinstated. (See Limitations Reinstatement below.) Reinstatement is subject

- Written application to reinstate; and
- Proof that the Insured is insurable; and
- Payment of a premium large enough to keep the Policy and any riders in force for at least two months; and
- Payment or reinstatement of any Policy Loan Balance which existed on the date when the Policy lapsed.

Limitations on Reinstatement

The Policy and riders cannot be reinstated, except with the consent of the Company, if more than seven years have passed since the date of lapse.

Any rider which provides life or disability insurance on a person other than the insured can be reinstated only as stated in the rider.

Effective Date of Reinstatement

Reinstatement will take effect: only if the application for reinstatement is approved by the Company; and only when the premium for reinstatement has been paid, provided that at the time of payment there has been no change in insurability as represented in the application for reinstatement.

12. Cash Value of the Policy

Cash Value

The first net premium will be credited to the Policy as of the latest of:

- The Policy Date;
- The date of the last Part II of the Application for the initial Face Amount; and
- The date the first premium is received by the Company.

Each future net premium will be credited to the Cash Value as of the date it is received by the Company.

Until day the Company mails the Confirmation of the initial premium, the Cash Value of the Policy equals the number of Accumulation Units credited to the Money Market sub-account for the Policy times the applicable Accumulation Unit Value for that sub-account. Thereafter, the Cash Value of the Policy equals: the number of Accumulation Units credited to each sub-account for the Policy times the applicable Accumulation Unit Value for each sub-account; plus the Policy's portion of the Fixed Account; plus the amount transferred to the general account of the Company because of Policy Loans on this Policy. (See Section 13.) The amount of the Cash Value depends on: the frequency and amount of net planned premiums; the frequency and amount of net unscheduled payments; investment performance of the chosen sub-accounts; interest credited to the Policy's portion of the Fixed Account; Monthly Deductions; partial surrenders; increases and decreases in Face Amount; transfers among sub-accounts and the Fixed Account; and Policy Loans. The Cash Value can increase or decrease on a daily basis, depending on: the actual investment performance of the chosen sub-accounts; and the interest credited to the Policy's portion of the Fixed Account. (See Net Investment Factor below.)

The Cash Value of the Policy is not increased by the cash value of any rider, unless stated in

Accumulation Unit Value

An Accumulation Unit Value is determined for each sub-account for each Valuation Period. The Accumulation Unit Value of each sub-account for its first Valuation Period after it was added to the Account was set at \$100.00 taking into account the performance history of the underlying investment company. For each later Valuation Period, each Accumulation Unit Value equals:

The Net Investment Factor for that Valuation Period;

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The Accumulation Unit Value for the immediately preceding Valuation Period.

The Net Investment Factor depends on the investment performance of the sub-accounts elected and can be greater or less than one. Therefore, the Accumulation Unit Value can increase or decrease.

Net Investment Factor

For each Valuation Period, the Net Investment Factor for each sub-account is determined by dividing (a) by (b); where:

(a) equals the net asset value per unit of the portfolios held in the sub-account as of the end of that Valuation Period:

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if the ex-dividend date occurs during that Valuation Period, the per unit amount of all dividend and capital gains distributions made by the portfolios held in the sub-account;

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a per unit amount of any taxes incurred by the Account, or amounts set aside as a reserve for such taxes during that Valuation Period; and

(b) equals the net asset value per unit of the portfolios held in the sub-account for the immediately preceding Valuation Period.

Net Cash Value

The Net Cash Value equals:

- The Cash Value of the Policy; LESS
- Any Policy Loan Balance.

Surrender of the Policy

You can surrender the Policy for its Net Cash Value at any time by notice to the Company in writing. Upon surrender, the Policy will be cancelled. The Net Cash Value will be paid to you in one sum, unless you choose in writing to apply all or part to a Payment Option. (See Payment of Benefits, Section 17.) If you surrender the Policy during the grace period, an amount will be deducted from the Net Cash Value to cover the Monthly Deduction to the date of surrender.

Monthly Cost of Insurance Adjustment At Surrender or Partial Surrender

The pro rata portion of any monthly cost of insurance deduction made for a period beyond the date of surrender will be added to the surrender proceeds.

Valuation Periods and Valuation Dates A Valuation Period for each sub-account is a period:

- Which starts on a Valuation Date; and
- Which ends on the next succeeding Valuation Date.

Each day the New York Stock Exchange is open for trading is a Valuation Date.

13. Policy Loans

Policy Loans

You can borrow all or part of the Loan Value of the Policy by request, in a manner satisfactory to the Company. Unless Company consents otherwise, no request can be made until after 15 days from the date the Company mails the Confirmation for the first premium. Policy Loans are made on the sole security of the Policy. The amount you can borrow at any time equals the Loan Value less any Policy Loan Balance at that time.

Unless you request otherwise, Policy Loans will reduce first, the Policy's share of the subaccounts proportionately and second, Policy's portion of the Fixed Account, except as noted below in the Interest on Loans; Policy Loan Balance provision. Assets equal to the amount of the Loan:

- Will be transferred to the general account of the Company; and
- Will earn interest at the effective rate per year of not less than: the Policy Loan Interest Rate; less .75%.

Policy Loans, whether or not repaid, can have a permanent effect on Cash Values and Death Benefits.

Loan Value

The Loan Value of the Policy equals 90% of the Cash Value of the Policy on the date the

Interest on Loans; Policy Loan Balance

Interest will be charged on Policy Loans at the Policy Loan Interest Rate shown in Section 1. Interest accrues daily. The Policy Loan Balance at any time means Policy Loans outstanding plus interest accrued to date. Loan interest is due on the policy anniversary each year. Loan interest not paid when due will be added to the Loan and interest will be charged on it; when loan interest is added to the Loan, the Policy's share of the sub-accounts and the Policy's portion of the Fixed Account will be reduced proportionately.

Repayment of Loans

Policy Loans can be repaid to the Company at any time in whole or in part. Loan repayments will be allocated: first, to repay the Loans made against the Fixed Account; and second, unless you request otherwise, to repay the Loans made against the sub-accounts in the same proportion as the Policy is invested in the sub-accounts at the time of repayment of the Policy Loan.

The rate of interest for each loan repayment allocated to the Fixed Account will be the lesser of: the rate set by the Company in advance for the date the loan repayment is allocated to the Fixed Account; and the effective interest rate (see Fixed Account Interest) for the Policy on the date of the

A Policy Loan is a charge against the Policy. The proceeds of the Policy will be reduced by any Policy Loan Balance on the date of death of the Insured. If the Policy Loan Balance at any time exceeds the Cash Value of the Policy (called "excess Policy Loan"), the Company will mail a notice to you and to any assignee. The notice will be mailed to the addresses on record with the Company. If the excess amount is not paid to the Company within 62 days after the mailing of the notice, the Policy will lapse without value.

Unless you request otherwise, any payment received by the Company when a Policy Loan exists on the Policy will be used: first, as a planned premium; second, as payment of the loan interest due; third, as a repayment of the Policy Loan; and fourth, as an unscheduled

14. Adjustment

Increase in Face Amount

After the first policy year, the Face Amount can be increased effective on the first day of any policy month. An increase in Face Amount is subject to:

- Written application to increase the Face Amount;
- · Proof that the Insured is insurable;
- New insurance for the amount of the increase on the same plan at the age of the insured on the Adjustment Date being allowed under the underwriting rules of the Company;
- The amount of the increase being at least \$10,000, except with the consent of the Company;
- A Monthly Deduction for the increase. (See Monthly Deduction, Section 10.); and
- If the increase is medically underwritten, a monthly Face Amount Increase Administrative Charge not greater than the Maximum stated in Section 1, to be deducted from the Cash Value in the same manner as the Monthly Deduction (see Monthly Deduction, Section 10).

The amount of any rider which is attached to the Policy can be increased only as stated in the rider.

The Application to increase the Face Amount must be signed by the Insured and by you. An increase will be effective on the Adjustment Date shown in the new Policy Schedule.

Decrease in Face Amount

After the first policy year, the Face Amount may be decreased effective on the first day of any policy month by written application to the Company; but only if the Face Amount which will remain after a decrease is at least \$50,000, except with the consent of the Company. No part of the Cash Value will be paid to you unless you chose the Guideline Premium Test for the Policy and paying a portion of the Cash Value is necessary in order to allow the Policy to continue to qualify as life insurance. Any decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis, except with the consent of the Company. The

Death Benefit will be recalculated based on the new Face Amount and the Cash Value. A decrease in Face Amount will be effective on the Adjustment Date shown in the new Policy Schedule. A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

Partial Surrender

After 15 days from the date the Company mails the Confirmation of the first premium, you can make a partial surrender by written request to the Company. A portion of the Cash Value will be paid to you. In each policy year, partial surrenders will be limited, except with the consent of the Company, to: 20% of the Net Cash Value on the day the first partial surrender is made for the policy year; or, if less, the Loan Value minus any Policy Loan Balance. The amount of the partial surrender will be deducted from the Cash Value. The Death Benefit of the Policy will be based on the Face Amount after the partial surrender and the reduced Cash Value. The Face Amount of the Policy will be reduced, if necessary, so the amount at risk after the partial surrender is not greater than the amount at risk before the partial surrender. (See Cost of Insurance, Section 10). Any decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis, except with the consent of the Company. The Face Amount which will remain after the partial surrender must be at least \$50,000, except with the consent of the Company. A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

Unless you request otherwise, a partial surrender will reduce: first, the Policy's portion of the sub-accounts proportionately; and second, the Policy's portion of the Fixed Account.

15. 24 Months Conversion Right

Adjustment of the Policy

The Policy Schedule and Sections 2 and 3, must be changed to reflect an increase or a decrease in the Face Amount. The Policy Schedule must be changed also to reflect a change in the Death Benefit Option. The new Policy Schedule and the new Sections 2 and 3, and the Application for the adjustment will be made part of the Policy when the Company, at its option,:

- Sends you a new Policy Schedule, and new Sections 2 and 3, and a copy of the Application for the adjustment for you to attach to the Policy; or
- Requires that the Policy be returned to have the new Policy Schedule and new Sections 2 and 3, and a copy of the Application for the adjustment attached to the Policy by the Company; or
- Sends you an adjusted policy to take the place of this Policy.

Upon adjustment the Policy will be in force only as adjusted.

24 Months Conversion Right

The 24 Months Conversion Right allows you to convert all or a portion of this Policy, subject to the terms of this Section, to fixed benefit coverage: by transferring value to the Fixed Account; and by allocating future net premiums and future net unscheduled payments to the Fixed Account.

A request to exercise the 24 Months Conversion Right must be in written form satisfactory to the Company. The 24 Months Conversion Right can be exercised:

- Once within 24 months after the Date of Issue of the Policy;
- Once within 24 months after the Adjustment Date of an increase in Face Amount; and
- Even if the Company is restricting new amounts applied to the Fixed Account. (See Restriction of New Amounts Applied to the Fixed Account provision of Section 7.)

the Company is not restricting amounts applied to the Fixed Account: you can transfer to the Fixed Account all or part of the Policy's Cash Value in the sub-accounts; and you can allocate all or part of future net premiums and net unscheduled payments to the Fixed Account. However, at any time in the future if the Company is restricting new amounts applied to the Fixed Account, the Company reserves the right to limit the allocation of future net premiums and net unscheduled payments to the Fixed Account to the Policy's lowest Fixed Account allocation percentage since the most recent date when this Right was exercised. The Policy's share of the subaccounts will be reduced proportionately when Cash Value is transferred under this Right.

If the Company is restricting amounts applied to the Fixed Account: you can transfer to the Fixed Account the portion of the Policy's Cash Value in the sub-accounts which is attributable to the coverage for which this Right is being exercised; and you can allocate future net premiums and net unscheduled payments to the Fixed Account based on the Company's published rules. The Policy's share of the sub-accounts will be reduced proportionately when Cash Value is transferred under this Right.

Transfers to the Fixed Account resulting from the exercise of the 24 Months Conversion Right are not counted in the limit of 4. (See Transfer Option provision of Section 6.)

16. Owner and Beneficiary

Owner

The Owner of the Policy is named in the Application (see copy attached); but, the Owner can be changed. The new Owner will succeed to all rights of the Owner, including the right to make a further change of Owner. At the death of the Owner, his or her estate will be the Owner, unless a successor Owner has been named. In this Policy "you" means the Owner, whether the Owner is a person, a partnership, a corporation, a fiduciary or any other legal entity. The rights of the Owner will end at the death of the Insured, except for Payment of Benefits. (See Section 17.)

Beneficiary

The Beneficiary is named in the Application (see copy attached); but, the Beneficiary can be changed before the death of the Insured. Beneficiary can be a corporation, a partnership, a fiduciary or any person, a other legal entity. A person must survive the Insured to qualify as Beneficiary. If none survives, the proceeds will be paid to the

Change of Owner or Beneficiary

A change of Owner or Beneficiary must be in written form satisfactory to the Company, and must be dated and signed by the Owner who is making the change. The change will be subject to all payments made and actions taken by the Company under the Policy before the signed change form is received by the Company at its Administrative Office.

Assignments

An absolute assignment of the Policy by the Owner is a change of Owner and Beneficiary to the assignee. A collateral assignment of the Policy by the Owner is not a change of Owner or Beneficiary; but their rights will be subject to the terms of the assignment except that the rights of an irrevocable beneficiary named before the assignment are superior to those of the assignee. Assignments will be subject to all payments made and actions taken by the Company before a signed copy of assignment form is received by the Company at its Administrative Office. The Company will not be responsible for determining whether or not an assignment is valid.

Designation of Owner and Beneficiary

A numbered sequence can be used to name successive Owners or Beneficiaries. Co-Beneficiaries will receive equal shares unless

In naming Owners or Beneficiaries, unless otherwise stated:

- "Child" includes an adopted or posthumous child;
- "Provision for issue" means that if a Beneficiary does not survive the Insured, the share of that Beneficiary will be taken by his or her living issue by right of representation; and
- A family relation such as "wife", "husband" or "child" means the relation to the insured.
- At the time for payment of benefits the Company can rely on an affidavit of any Owner or other responsible person to determine family relations or members of a

17. Payment of Benefits

Payment

The policy proceeds will be paid in one sum, unless all or part of the proceeds is applied to a Payment Option. (See Section 18.) The Company will pay interest on death proceeds from the date of death to the date of payment in one sum, or to the Option Date. The rate of interest will be set each year by the Company. The rate will not be less than: that required by law; or 3 1/2% per year. The interest payable on surrender proceeds is described in Section

Selection of Payment Options; Option Date The selection of a Payment Option and the naming of the Payee must be in written form satisfactory to the Company. You can make or change or revoke the selection before death of the Insured. The Option Date is the effective date of the Payment Option, as stated in the

Payee

The Payee is a person, a corporation, a partnership, a fiduciary or any other legal entity entitled to receive payment in one sum or under a Payment Option.

Selection by Payees

Any proceeds payable in one sum at the death of the Insured, or upon surrender of the Policy, can be applied to any Payment Option chosen by the Payee. Further, with the consent of the Company, any Payee who is entitled to receive proceeds in one sum when a Payment Option ends, or at the death of a prior Payee, or when proceeds are withdrawn, can choose to apply the proceeds to a Payment Option.

Rights of Payees

In the selection of a Payment Option the right can be given to the Payee:

- To withdraw principal and interest under the Fourth or Fifth Option; or
- withdraw the commuted value of payments certain under the First, Second, or Sixth Option.

Under the Life Income Options only payments certain can be commuted. No Payee can assign, commute or withdraw the payments under any Payment Option, unless the right is reserved in the selection of the Option.

Limitations

If instalments under an Option would be less than \$20, proceeds can be applied to a Payment Option only with the consent of the

Life Income Options

Guaranteed Life Income Options are based on the age of the Payee on the Payee's birthday nearest the Option Date. The Company will require proof of age. The Life Income payments will be based: on the rates shown in the Life Income Tables (Section 19); or, if they are greater, on the Payment Option rates of the Company on the Option Date. If the rates at a given age are the same for different periods certain, the longest period certain will be used.

Purchase of Increased Payment Option Benefits

On the Option Date, a one sum purchase payment can be made to the Company to be added to the proceeds being applied to any Payment Option. The portion of Life Income payments purchased in this way will be based on the Payment Option rates of the Company on the Option Date, which may not be the rates shown in the Life Income Tables (Section 19). The purchase payment will be limited to the Company's published maximum for single premium immediate annuities on the Option Date. A portion of the purchase payment may be used by the Company to pay premium taxes on the purchase payment.

Death of Payee

If a Payee under a Life Income Option dies within 30 days after the Option Date, the amount applied to the Option, less any payments made, will be paid in one sum, unless a Payment Option is chosen by the successor Payee. Otherwise, amounts to be paid after the death of a Payee under a Payment Option will be paid as due to the successor Payee. If there is no successor Payee, amounts to be paid in one sum, or the commuted value of any unpaid payments certain, will be paid in one sum to the estate of the last Payee to die.

Commutation Rate

The interest rate used to compute the commuted value of any unpaid payments certain:

- Under the First Option will be 3 1/2% per year; and
- Under the Life Income Options will be the rate used by the Company in computing the amount of the monthly payments.

18. Payment Options

Payment Options

All or part of the policy proceeds can be applied to any one of the following Options, subject to Section 17, Payment of Benefits:

First Option: Income for a Specified Number of Years

The Company will make monthly payments which will include both principal and interest. Payments will start on the Option Date and will continue for the number of years chosen. The number of years chosen cannot be more than 30. Interest is at the rate of 3 1/2% per year compounded yearly. Additional interest paid by the Company for any year will be added to the monthly payments for that year.

Guaranteed monthly payments per \$1,000 of proceeds applied to the First Option are shown below:

Number of Years		Number of Years	· · · · · · · · · · · · · · · · · · ·	Number of Years	
# E	\$84.65	11	\$9.09	21	\$5.56
2	43.05	12	8.46	22	
3	29.19	13	7.94		5.39
4	22.27	14	7.49	23	5.24
5	18.12	15		24 25	5.09
6	15.35	16	7.10		4.96
7	13.38		6.76	26	4.84
8	11.90	17	6.47	27	4.73
9		18	6.20	28	4.63
10	10.75	19	5.97	29	4.53
- 10	9.83	20	5.75	30	4.45

Second Option: Life Income

The Company will make equal monthly payments. Payments will start on the Option Date and will continue:

- During the life of the Payee, with no further payment after the death of the Payee, called "Life Income, No Refund"; or
- During the life of the Payee, but for at least 10 years, called "Life Income, 10 Years Certain"; or
- During the life of the Payee, but for at least 20 years, called "Life Income, 20 Years Certain".

Third Option: Life Income with Refund

Company will make equal monthly payments. Payments will start on the Option Date and will continue during the life of the Payee. At the death of the Payee, if the total payments made are less than the total proceeds applied to the Option, then:

- The difference will be paid in one sum, called "Life Income, Cash Refund"; or
- The equal monthly payments will continue until the total payments are equal to the total proceeds applied to the Option, called "Life Income, Instalment Refund".

Fourth Option: Interest

The Company will hold the proceeds at interest during the life of the Payee or for any other period agreed to by the Company. Interest on

- Will be paid each month to the Payee starting one month after the Option Date; or
- Will be added to the principal amount each year and will earn interest.

At the death of the Payee, or at the end of the period agreed to, the balance of principal and any accrued interest will be paid in one sum. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year.

Fifth Option: Specified Amount of Income

The Company will make monthly payments which will include both principal and interest. Payments will be in the amount chosen. Payments can be quarterly or at any other frequency chosen, and payments can be for different amounts, all subject to the consent of the Company. Payments will start on the Option Date and will continue until the balance is fully paid out. At the death of the Payee any unpaid balance and accrued interest will be paid in one sum. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year. Interest will be added each year to the principal and will earn

Sixth Option: Life Income for Two Lives The Company will make monthly payments. Payments will start on the Option Date and will continue:

- While either of two Payees is living, called "Joint and Survivor Life Income"; or
- While either of two Payees is living, but for at least 10 years, called "Joint and Survivor Life Income, 10 Years Certain"; or
- While two Payees are living, and after the death of one Payee, two-thirds of the monthly amount while the other Payee is living, called "Joint and 2/3 to Survivor Life

19. Life Income Tables

Life Income Tables

Guaranteed monthly payments per \$1,000 of amounts applied to the Life Income Options are shown below:

C-		***				
	cond and	d Third	Options	: Life Ir	come	
Age of		10	20	***************************************		
Pave	No ∋e Refun	Year			Instalm	ent
*15	\$3.19 3.21	d Cert			nd Refund	om.
16 17	3.21 3.22		0 3.2	30 3.1	8 \$3.19 9 3.20	
18 19	3.23	2.2	2 3.2 3 3.2	3.2	3.21	
20	3.25	3.2	4 3.2			
21	3.26 3.27	3.20 3.27	3.2			
22 23	3.29 3.31	3.29	3.2	8 3.28	3.26	
24	3.32	3.30 3.32	3 3	3.29	3.20	
25 26	3.34	3.34	0.0		0.57	
27	3.36 3.38	3.36 3.37	3.3	3.34	3.35	
28 29	3.40	3.39	3.37 3.39		3.36	
30	3.42 3.44	3.41	3.41	3.40	3.38 3.40	
31 32	3.46	3.44 3.46	3.43 3.45		3.42	
33	3.49 3.51	3.48 3.51	3.45 3.47	3.44 3.46	3.44 3.47	
34	3.54	3.53	3.50 3.52	3.49 3.51	3.49	1
35 36	3.56 3.59	3.56	3.55	3.54	3.52	
37 38	3.62	3.59 3.62	3.58 3.60	3.56 3.59	3.54 3.57	
39	3.66 3.69	3.65 3.69	3.63	3.62	3.60 3.63	
40	3.73	3.72	3.67	3.65	3.66	
41 42	3.76 3.80	3.76	3.70 3.73	3.68 3.71	3.69	
43 44	3.84	3.79 3.84	3.77 3.80	3.75	3.72 3.76	
45	3.89	3.88	3.84	3.78 3.82	3.79 3.83	
46	3.93 3.98	3.92 3.97	3.88	3.86	3.87	
47 48	4.03 4.08	4.02	3.92 3.97	3.90 3.94	3.91	
49	4.14	4.07 4.12	4.01 4.06	3.99	3.96 4.00	
50 51	4.20	4.18	4.11	4.03	4.05	
52	4.26 4.32	4.23 4.30	4.16	4.08 4.13	4.10 4.15	
53 54	4.39	4.36	4.21 4.26	4.19 4.24	4.21	
55	4.46	4.43	4.32	4.30	4.27 4.33	-
56	4.54 4.62	4.50 4.58	4.37	4.36	4.39	
57 58	4.70 4.79	4.65	4.43 4.49	4.43 4.49	4.46	
59	4.89	4.74 4.83	4.56 4.62	4.57	4.53 4.60	
60	4.99	4.92	4.68	4.64	4.68	
62	5.10 5.22	5.02 5.12	4.75	4.72 4.80	4.76 4.85	
63 64	5.34	5.23	4.82 4.88	4.89 4.98	4.94	
65	5.47	5.35	4.95	5.07	5.03 5.13	
66	5.61 5.76	5.47 5.60	5.02 5.08	5.17	5.24	
67 68	5.92 6.10	5.73	5.15	5.28 5.39	5.35 5.47	1
69	6.28	5.87 6.02	5.21 5.27	5.51 5.63	5.59	
				<u> </u>	5.72	

Age		10	20		
of Payee	No	Years	Years	Cash	Instalment
70	Refund \$6.48	Certain	Certain	Refund	Refund
71	6.70	\$6.17 6.33	\$5.33	\$5.76	\$5.86
72	6.92	6.49	5.38 5.43	5.89	6.00
73	7.17	6.66	5.48 5.48	6.04	6.16
74	7.43	6.84	5.52	6.19	6.32
75	7.71	7.00		6.34	6.49
76	8.02	7.02	5.56	6.52	6.67
77	8.34	7.20 7.38	5.60	6.69	6.86
78	8.69	7.56	5.63	6.87	7.06
79	9.07	7.75	5.66	7.07	7.27
80	0.47	*	5.68	7.27	7.50
81	9.47 9.90	7.93	5.70	7.49	777
82	10.36	8.11	5.71	7.73	7.74 7.99
83	10.86	8.28	5.73	7.96	7.99 8.25
84	11.39	8.45 8.62	5.73	8.21	8.53
**85		0.02	5.74	8.50	8.83
00	11.96	8.77	5.75	8.78	9.14

* and under **and over

mac or o	ption: Life ne Age of	Other Pa	vee	Lives	
Payee	55	60	65	70	75
55	Joi	nt and	Survivor		
60	\$4.04	\$4.17	\$4.28	\$4.37	***
65	4.17	4.36	4.53	4.68	\$4.43
70	4.28	4.53	4.79	5.02	4.79 5.22
75	4.37	4.68	5.02	5.38	5.22
80	4.43 4.47	4.79	5.22	5.71	6.22
10	int and Co	4.87	5.37	5.98	6.68
55	int and Su		10 Years	Certair	3.00
60	\$3.96	\$4.09	\$4.20	\$4.36	\$4.42
65	4.09	4.27	4.44	4.59	4.77
70	4.20	4.44	4.69	4.91	5.09
75	4.36 4.42	4.59	4.91	5.22	5.50
80	4.46	4.77	5.09	5.50	5.88
		4.85	5.33	5.72	6.21
55	Joint ar		o Survivo	or	
30	\$4.37	\$4.56	\$4.76	\$4.99	\$5.23
35	4.56 4.76	4.78	5.02	5.30	5.59
70	4.99	5.02	5.33	5.67	6.03
' 5	5.23	5.30	5.67	6.10	6.57
0	5.48	5.59 5.89	6.03 6.41	6.57	7.18

Payments for other ages will be quoted by the Company on request.

The rates shown above are based on an interest rate of 3 1/2% per year; and on mortality: using a 60/40 male/female weighting; based on the Individual Annuitant Mortality Table for 1983; and with projection on Scale G to the year 2000 and then on Scale B Modified to year 2010.

Endorsement

Modification of the Policy Loan Section
As of the Date of Issue of this Policy, the following provision is substituted for the Loan Value provision in the Policy Loan section of the Policy:

Loan Value
The Loan Value of the Policy equals the Cash
Value of the Policy on the date the Loan is
made.

New England Life Insurance Company 501 Boylston Street, Boston, Massachusetts

President

Endorsement

Modification of the Contract Section

As of the Date of Issue of this Policy, the following is substituted for the Not Contestable After Two Years provision of the Policy.

Not Contestable After Two Years

Insurance is issued by the Company in reliance on the statements made in the Application for insurance. Those statements representations; they are not warranties. No statement can be used to contest or rescind insurance or to defend against a claim unless contained in the Application for the insurance. The insurance issued under this Policy will not be contestable after it has been in force during the life of the Insured:

- With respect to the amount of Death Benefit which results from other than payments for which proof of insurability is required, for two years from the Date of Issue, and
- With respect to any amount of Death Benefit which results from a payment for which proof of insurability is required, for two years from the date that payment is received; and
- With respect to the amount of the Death Benefit associated with each increase in Face Amount, for two years from the Adjustment Date for that increase; and
- With respect to the amount of the increase in Death Benefit associated with a change in Corridor for which proof of insurability is required, for two years from the Adjustment Date for that change; and
- With respect to the amount of the increase in Death Benefit associated with a change in Death Benefit Option for which proof of insurability is required, for two years from the Adjustment Date for that change.

Modification of the Death Benefit Section As of the Date of Issue of this Policy, the following is substituted for the Death Benefit section of the Policy:

Death Benefit

Death Benefit

The Company will pay a Death Benefit to the Beneficiary upon receipt of proof of the death of the Insured. The amount of the Death Benefit will depend on the Death Benefit Option in effect on the date of death if death occurs prior to age 100. If death occurs on or after age 100, the Death Benefit will equal the greater of: the Cash Value on the date of death; and the Face Amount of the Policy if, at age 100, the Policy has a Guaranteed Death Benefit Rider attached and the Guarantee is in effect. The amount payable in either event will be reduced by any Policy Loan Balance on the date of death. If the Insured dies during the grace period, an amount will be deducted from the policy proceeds to Deductions to the date of death. The policy cover Monthly proceeds will be paid in one sum unless all or part of the proceeds is applied to a Payment Option. (See Payment of Benefits Section.)

Definition of Life Insurance Test

This Policy is intended to qualify as a flexible premium adjustable life insurance contract under the Internal Revenue Code ("the Code") and any interpretive regulation or rulings by the Internal Revenue Service. The Code provides two tests to determine whether the policy meets the definition of life insurance: the Cash Value Accumulation Test; and the Guideline Premium Test. The Test used for the life of this Policy will be the one chosen in the original Application and shown in Section 1; that Test cannot be changed.

Cash Value Accumulation Test

If you choose the Cash Value Accumulation Test, you must choose one of two Net Single Premium Corridors (the Net Single Premium Corridor or the Enhanced Net Single Premium Corridor) in the original Application. The Corridor chosen for the Policy is shown in Section 1.

If you choose the Net Single Premium Corridor, the Death Benefit will not be less than: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death; divided by the Net Single Premium shown in Section 3.

If you choose the Enhanced Net Single Premium Corridor, the Death Benefit will not be less than: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death; divided by: the Net Single Premium shown in Section 3 times the Enhanced Net Single Premium Factor shown in Table I below.

Guideline Premium Test

If you choose the Guideline Premium Test, you must choose one of two Death Benefit Corridors (the IRS Corridor or the Enhanced IRS Corridor) in the original Application. The Corridor chosen for the Policy is shown in

If you choose the IRS Corridor, the Death Benefit will not be less than a percentage of: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death. The percent used will be based on the age of the insured at the beginning of the policy year as shown in Table II below.

If you choose the Enhanced IRS Corridor, the Death Benefit will not be less than a percentage of: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death. The percent used will be based on the age of the insured at the beginning of the policy year as shown in Table III below.

Changing the Corridor

Although the Definition of Life Insurance Test for the Policy cannot be changed, you can change your choice of the Corridor within each Test. A change in Corridor will be effective on the Adjustment Date shown in the new Policy Schedule. A change from a regular Corridor (Net Single Premium or IRS) to an Enhanced Corridor will require evidence that the insured is still eligible for the Policy Class shown in Section 1. Otherwise, no underwriting will be required. A change in Corridor will change the Death Benefit; but no other policy values or benefits (including the Face Amount) will change,

Table I : Enhanced Net Single Premium **Factors**

Age	Applicable Percent	Age	Applicable
0 through 75 76 77 78 79 80 81 82	1.00 0.98 0.96 0.94 0.92 0.90 0.91	83 84 85 86 87 88	Percent 0.93 0.94 0.95 0.96 0.97 0.98 0.99
	V.32	90 through 100	1.00

Table II : Applicable Percentages for IRS

Age	Applicable Percent	Age	Applicable Percent
0 through 40	250	61	The state of the s
41	243	62	128
42	236	63	126
43	229	64	124
44	222		122
45	215	65	120
46	209	66	
47	203	67	119
48	197		118
49	191	68	117
50	185	69	116
	103	70	115
51	178	71	110
52	171	72	113
53	164	73	111
54	157	73 74	109
55	150		107
56		75 through 90	105
57	146	91	104
58	142	92	103
	138	93	102
59	134	94 through 99	
30	130	100	101 100

Table III : Applicable **Enhanced IRS Corridor** Percentages for

Age	Applicable Percent	e Age	Applicable
0 through 4t	250		Percent
41	243		
42		71	113
43	236	72	111
44	229	73	109
45	222	74	107
	215	75	
46	209		105
47	203	76	107
48		77	109
49	197	78	112
50	191	79	114
	185	80	
51	178	**	117
52	171	81	115
53	164	82	114
54	157	83	113
55		84	112
	150	85	111
56	146	D.C	111
57	142	86	109
58	138	87	108
59	134	88	107
60	130	89	106
^-	130	90	105
61	128	91	
62	126		104
63	124	92	103
64	122	93	102
35	120	94 through 99	101
· c	120	100	100
36	119		100
57	118		70.
8	117	W TV	/\
9	116	1 1 -	- 1
0	115		

Death Benefit Options

This Policy provides for three Death Benefit Options. The Death Benefit Option will be as chosen in the Application or as later changed. The Death Benefit Option is shown in Section

If Option 1 is chosen, the Death Benefit equals the greater of:

- The Face Amount shown in Section 1; and
- The death benefit required Definition of Life Insurance by the Corridor chosen for the Policy. Test

If Option 2 is chosen, the Death Benefit equals

- The Face Amount shown in Section 1 plus the Cash Value; and
- The death benefit required by Definition of Life Insurance Test the Corridor chosen for the Policy. and

If Option 3 is chosen, the Death Benefit equals

- The Face Amount shown in Section 1 plus the total premiums paid for the Policy less all partial surrenders; and
- The death benefit required by Definition of Life Insurance Test Corridor chosen for the Policy. and

When you apply for an Adjustable Term Rider, you can choose to have the Term Amount of the Rider added to the Face Amount of the Policy for purposes of calculating the Death Benefit. Your choice cannot be changed.

Changing the Death Benefit Option

After the first policy year you can change the Death Benefit Option by written application to the Company. A change in Death Benefit Option will be effective on the Adjustment Date shown in the new Policy Schedule.

From Option 1

Except with the consent of the Company, a change from Option 1 to Option 2 can be made only if the Face Amount after the change will be at least \$50,000. If you change from Option

- The Face Amount will be decreased such that the Death Benefit immediately before and after the change is the same; and
- A decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis.

A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy. If you chose the Guideline Premium Test for the Policy, a portion of the Cash Value will be paid to you if necessary to allow the Policy to continue to qualify as life insurance.

A change from Option 1 to Option 3 will require evidence that the Insured is still eligible for the Policy Class shown in Section 1. The Death Benefit will change. No other policy values or benefits (including the Face Amount) will change.

From Option 2

If you change from Option 2 to Option 1:

- The Face Amount will be increased such that the Death Benefit immediately before and after the change is the same; and
- This increase in Face Amount will be applied to the initial Face Amount and to each prior increase in Face Amount on a pro rata basis.

If you change from Option 2 to Option 3:

- Will require evidence that the Insured is still eligible for the Policy Class shown in Section 1
- The Face Amount will be increased such that the Death Benefit immediately before and after the change is the same; and
- This increase in Face Amount will be applied to the initial Face Amount and to each prior increase in Face Amount on a pro rata basis.

The requirements in the Increase in Face Amount provision of the Adjustment Section do not apply to increases in Face Amount as a result of a change from Option 2.

From Option 3

A change from Option 3 to Option 1 will change the Death Benefit. No other policy values or benefits (including the Face Amount) will change.

Except with the consent of the Company, a change from Option 3 to Option 2 can be made only if the Face Amount after the change will be at least \$50,000. If you change from Option 3 to Option 2:

- The Face Amount will be decreased such that the Death Benefit immediately before and after the change is the same; and
- A decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis.

A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy. If you chose the Guideline Premium Test for the Policy, a portion of the Cash Value will be paid to you if necessary to allow the Policy to continue to qualify as life insurance.

New England Life Insurance Company 501 Boylston Street, Boston, Massachusetts

President

Endorsement

Modification of the Premiums Section As of the Date of Issue of this Policy, the following provision is added to the Premiums section in the Policy:

Premium Expense Charge Adjustment at

If the Policy is surrendered within two years from the Policy Date, the following amount will be added to the surrender proceeds:

- The total Premium Expense deducted from premium payments and net Charges unscheduled payments made in the first policy year (any payments made within 20 days prior to the first policy anniversary are treated as if paid in the next policy year); **LESS**
- 2% of the total of all premium payments and net unscheduled payments made in the first year (any payments made within 20 days prior to the first policy anniversary are treated as if paid in the next policy year).

Modification of the Adjustment Section

As of the Date of Issue of this Policy, the following provision is substituted for the Increase in Face Amount provision in the Adjustment section of the Policy:

Increase in Face Amount

After the first policy year, the Face Amount can be increased effective on the first day of any policy month. An increase in Face Amount

- Written application to increase the Face Amount:
- Proof that the Insured is insurable;
- The increase being available on the same underwriting basis as this Policy;
- New insurance for the amount of the increase on the same plan at the age of the insured on the Adjustment Date being allowed under the underwriting rules of the Company:
- The amount of the increase being at least \$10,000, except with the consent of the Company;
- A Monthly Deduction for the increase. (See Monthly Deduction Section); and
- If the increase is medically underwritten, a monthly Face Amount Administrative Charge not greater than the Increase Maximum stated in Section 1, to be deducted from the Cash Value in the same manner as the Monthly Deduction (see Monthly Deduction Section).

The amount of any rider which is attached to the Policy can be increased only as stated in the rider.

The Application to increase the Face Amount must be signed by the Insured and by you. An increase will be effective on the Adjustment Date shown in the new Policy Schedule.

New England Life Insurance Company 501 Boylston Street, Boston, Massachusetts

President

Endorsement

Endorsement Date: Date of Issue

Modification of the Monthly Deduction

As of the Date of Issue of this Policy, the following substitution is made in the Monthly Minimum Premium provision:

"The Monthly Minimum Premium is shown in the Policy Schedule. (See Section 1.) This Premium will be recalculated when: the Face Amount is increased or decreased as a result of an application to increase or decrease the Face Amount; the amount provided by riders attached to this Policy is changed; a partial surrender is made which results in a decrease in Face Amount; or the underwriting class of this Policy and its riders is changed to a more favorable underwriting class."

is substituted for:

"The Monthly Minimum Premium is shown in the Policy Schedule. (See Section 1.) This Premium will be recalculated when: the Face Amount is decreased; the amount provided by riders attached to this Policy is changed; a partial surrender is made which results in a decrease in Face Amount; or the underwriting class of this Policy and its riders is changed to a more favorable underwriting class."

New England Life Insurance Company 501 Boylston Street, Boston, Massachusetts

President

Endorsement

As of the Date of Issue of this Policy, the Suicide Within Two Years provision for this Policy and any riders is modified such that the Company will determine the proceeds using the greater of: the reserve of the insurance which is subject to the provision; and the amounts used to purchase the insurance which is subject to the provision.

New England Life Insurance Company

Home Office:

501 Boylston Street, Boston, Massachusetts

President

Endorsement

As of the Date of Issue, each Policy or Rider provision that contains any differences based on sex is modified to provide for males and females the same:

- Rates;
- Benefits; or
- Values.

New England Life Insurance Company

Home Office:

501 Boylston Street, Boston, Massachusetts

President



501 BOYLSTON STREET BOSTON, MA 02116-5780 Policy Number 14 200696

APPLICATION TO NEW ENGLAND LIFE INSURANCE COMPANY PART I PERSONAL STATEMENT

Propo	ons below pertain to the Proposed Insured unless otherwise indicated. Sed Insured
1.	Name as it should appear in the policy (first name, middle, last)
	Mould I Mone
2.	Residence
	City Whichoela hauria
3.	Home number (%) 224-1414
4.	Social security number 221-28-9459
5.	Sex Female Male
6.	Date of birth () 1/12 / 1945
7.	Age nearest birthday 57
8.	Birthplace: State OF Country USA
9.	U.S. citizen II No. complete quality
10.	Marital status
	Single Married Widowed Separated Discount
11.	If Proposed Insured's name has been changed in the past 10 years, give former names.
	the past 10 years, give former names.
12. a.	Business/Employer's name \\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \
b.	Business address 111 WA 773 C
-	City We hopen bruch , State DE Zin 1677
c	Business number () (M) 1001-1012
	Preferred calling time for follow up Personal History Interview
ŧ	(EST business hours)
*****	O AM O PM at 12 Home 50
. a. (
	Occupation If Juvenile or Dependent Insured complete with payor data.
	xact duties VIII ISNIV Mayeracan
b. E	
	BACK THAT WAY WAY
CA	nnual income \$ 2-4 million
d. N	nnual income \$ 2-4 million et worth \$ 25+million
c. <u>A</u> d. <u>N</u> e. <u>H</u>	nnual income \$ 2-4 million

Owner	If business, also complete Business Supplement Liet assessing C
	If business, also complete Business Supplement. List successive Owners and relationship to Proposed Insured in Remarks section, in a numbered sequence.
15. a.	Proposed Insured
	Other Provide name, address and relationship below.
	Name JA MOONE & Sons
	Street Address \\\ \D \\
	Cir Unahaha hadda a la
	Relationship
b.	First owner's social security number/taxpayer ID
	Complete if other than Proposed Insured.
	and inspects insured.
•	
Premium !	Notification
	Proposed Insured at home
	Proposed Insured at business
	Owner If other than Proposed Insured.
	Other Provide name and address below.
Nam	
	Address
City	
	State Zip
Beneficiary	If business, also complete fluciones some
,	If business, also complete Business Supplement. List additional Beneficiaries and relationship to Proposed Insured in Remarks section.
17. Prima	ry Check appropriate box or provide details.
☐ Ch	ildren of the Insured Fistate of the Insured
	Split equally
Relatio	aship
Name	thuste
Relatio	nship %
Name	
Relation	nship %
	ary Check appropriate box or provide details.
☐ Chil	dren of the Insured Estate of the Insured
Name	☐ Split equally
Relation	shin
Name	A SEPT
Relations	thin the same of t
Name	
Relations	%
ivelations	IIID

Plan
19. Plan COU Firm Cxelwhyl Plus
21. Dividend option(s) for non-term insurance products only.
☐ Cash ☐ Accumulations
If Universal or Variable Universal Life policy:
1 27 × 01 1
First Year \$ 794,091 Renewal \$ 754,091 Lump sum \$
b. Death Benefit Option, if available under policy applied for see Prospectus for further explanation. Option 1 Face Amount
Option 1 Face Amount Option 2 Feet Amount Option 2 Feet Amount
c. Waiver of Monthly Deductions
If Variable Life policy:
23. a. If available under policy applied for, Planned Annual Unscheduled Payment State source of funds, if \$10,000 or
b. Death Rangit Online if an in the state of funds, if \$10,000 or
On the Prospectus for further explanation
Carlon 7 Francisco
c. If available under policy applied for, is the Special Premium Option elected for premiums in
COST OF INSURANCE PATER MAN CHANGE
currently being charged are not guaranteed; and the Company may charge the full maximum guaranteed rates.
Benefits/Riders
R 24. Level Term \$
25. Paid-Up Additions (PUAR) State source of funds, if \$10,000 or greater.
Lump sum at issue \$
Annual: Aticsus t
26. Additional Protection (FTR) \$
☐ Level
☐ Increasing Increase percentage % Number of ways
Offset Amount for the bill of the control of years
27. a. Waiver of Premium - Proposed Investigation
b. Applicant's Waiver - Adult Insured
Complete additional form.
c. Applicant's Waiver - Juvenile Insured. C. Spouse Rider \$ Complete additional form.
Complete additional form.
Complete additional form
28.
f. GIB Rider \$
8. 🗆 Other
□ Other
☐ Other
☐ Other

	and Variable Universal Life only
a. Occupation Complete ques	tions 30 a-g only if owner is other than Proposed Insured.
b. Employer's name and addres	
Remoson Rem	ct 01, 18771
c. Age U/4	d. State of residence D €
e. Annual income \$ 3120000.	f. Net worth \$ 22,000,000
g. Tax bracket 127, %	h. Is Owner associated with a member firm of the NASD?
*	Yes No If Yes, give name and address of firm.
31. Account Allocation * Indiana Marie a	
Stability Stability	ercentages. Attach additional sheet if necessary.
Stability	Growth continued Other
Fixed Account	Westpeak Stock Index
Back Bay Advisors Money Market	% Fidelity VIP Equity Income %
Income	Westpeak Growth & Income %
25% Back Bay Advisors Bond Income	% Davis Venture Value %
% Fidelity VIP High Income	% Goldman Sachs Midcap Value %
The state of the s	% Capital Growth
Growth -	* Alger Equity Growth *
Back Bay Advisors Managed	% Fidelity VIP Overseas %
5 Fidelity VIP II Asset Manager	1/2 Loomis Sayles Small Cap 1/2 1/2 Morean Stanley International South
25% Loomis Sayles Balanced	76
ATT /.8 .	
*Total Account Allocations must equal	100%
	~)
Suitability Statement by Applicant (Variable	and Variable Universal Life and A
32. a. Did you receive the prospectus?	
b. Prospectus number	C. Prospectus date (1/201/2017)
33. Do you understand that:	c. Prospectus date 10/01/2001
a. the Option 2 death benefit may in	crease or decrease depending on the policy's
""" Suite in teluin, dut will heap?	10 loce than the assumption of the local state of t
are cash same may increase or de	Crease depending on the policy's investment
Do you believe that this policy will mee	t your insurance needs and financial objectives?
	□ Yes □ No
The Cash Value will be allocated to the Money prospectus.	Market account, for an initial period described on page 1 of the
THE DEATH BENEFIT MAY BE VARIABLE OF	FIXED UNDER SPECIFIED CONDITIONS. THE CASH VALUE MAY
The state of the s	WILLI SEPARATE INVESTMENT ACCOUNT COMPANY
COST OF INSURANCE RATES MAY CHANCE	The core of factorial and a second of the core of the
currently being charged are not guaranteed; and	I the Company may charge the full maximum guaranteed rates.

	35.	ng insurance Indicate life insurance po Type: P – Personal, 8 – Busines:	olicies in force for the	D			
	.5	Company	Type (circle and)	Proposed Insured. Year of Issue			
	ıπ̃	maritary year com	PBG	VEG.	Life Amount	Accidental De	ath Benefit Amou
		engla T	PBG		5330000.	5	
	-		PBG	497	\$3,000 m	\$	
			P B G			\$	
			P B G		5	5	
	*****		D 0 -		<u> </u>	5	
3	6. a.	If Juvenile or Depende	ent Proposed Incurred		\$	5	
		If Juvenile or Depende for on person responsi	ble for support.	state relation to an	nd amount of life in:	surance in for	P Or applicat
		THE PROPERTY OF THE PROPERTY O	Ad Incured			A #	e or applied
*	b.	If Juvenile, are there an Remarks section.	v other children		Amount of Ins	urance \$	
r Îs y		Remarks section.	., valer children insur	ed for less than thi	is child? If Yes, give d	letails in	V
-					• 1		Yes No
Rep	lacem	- m²		<u> </u>	_ (/ /)		.6
3 <i>7</i> .							
	of th	any life insurance or ani is Application for insurar	nuity issued by this or	any other compan	ori haz az az e		
	Ca	is Application for insurar	nce? If Yes, complete the l	ollowing and submit re	y be replaced as a	result 🕢 Y	es 🛛 No
	7.	lany	1035 Exchange	Policy Date	pracement forms if requ	ured.	- 4 4
	_/ !	Direct Kempen	YesTNo	1892	Policy Number	Amount	
	***************************************		_ □ Yes □ No	1112	FK2124230	5 7000	000
			***************************************	***	******	\$	***************************************
38.	Has I	ife or disability insurance			***************************************	5	
	pian,	ife or disability insurance amount or rate? If Yes, give	details in Remarks section	i declined, postpo	ned or modified as	to \Box Ye	s 🛮 No
-			Jection.	•			э П 140
Avoca	tion ar	nd Health					
			`	N -			
40.			State	NE			
. //	~ ~	lave you used any form o	f tobacco in the past v	(Parl		·······································	7
	11	1 co L J Ugarettes 🗀 Oth	ar Inland			☐ Yes	TV No
41. I	dave y	ou been convicted of: dri or two or more moving vi	Ving undo 4 d	ress, chew, patch,	nicotine substitute))	*****
Y	ears; o	Ir two or more moving vi	Olations is the	ice of alcohol or d	rugs in the nast to	PT-10-10-10-10-10-10-10-10-10-10-10-10-10-	DA -
74. T	iave yo	OU in the nact 2 warm		· · · · · · · · · · · · · · · · · · ·	te supplemental form	☐ Yes	J- 140
U	ainee,	Dilot or crow manhan	, or do you	intend to particing	ata ine ann at ut	s a 🔲 Yes	
71	W. V.	HELL KKV Charles to be with the		ALL MINISTER HARRING	r chinalini	, a U ies	P.NO
\c2	uw, m	otorcycle, motorboatl or	other hammed	Anne, pandoning);	Or racing sports		
43. D	o you	otorcycle, motorboat) or intend to travel or reside	Outside of the Links L	auons: If Yes, compl	ete supplemental form.		
# 3	es, give	details in Remarks section.	of the officer	otates (excluding (Canada)?	□ Voc	- XI-
44. a.	Hav	e you had any treatment			*	☐ Yes [_P170
	attac	ck, a stroke or cancer (off	ner than ekin	th a physician con	cerning a heart	□ Von d	- 1
	m Ke	marks section,		use past 2 ye	ars? If Yes, give detail		T. IAO
b.	LIGA	e you had any change in.	L tet				and the
	phys	e you had any change in ician since the date of th	e Part II of this A-	nt by or diagnostic	consultation with	a 🛛 Yes 🏻	7/2n
			or una Applica	mon? If Yes, give det	ails in Remarks section	- n .e r	1 NO

Premi	um Payment		
	GV Annual		
	MSA number ☐ Quarterly	'	
	1 PER INC.	☐ New account Complete	e separate MSA Authorization.
***	List bill number	☐ Add to existing MSA	
r		Payroll Deduct Case num	ber
46. r.	Level billing option Complete additional form.		
a.	Automatic payment of premium in default	if available	
b.	Accumulations for tradition	nal permanent plans only	□ Yes □ No
~	 By Policy Loan for traditional permanent plans 	and variable life	
Prees	Cont (f		□Yes □ No
47. a.	lent If questions 44 a. or b. were answered Yes, no prep Amount \$	ayment is permitted.	
		/	・レレ
ь.	Complete Prepayment Receipt and Temporary Life In	nsurance Agreement	170
	Do you understand and agree to all of the APP-535-98, the Prepayment Receipt and	limits, conditions and provisions of	☐ Yes ☐ No
	APP-535-98, the Prepayment Receipt and	remporary Life Insurance Agreement?	D 19 [] 140
olicy Dat	te		
18. a.			
	If available, special Policy Dan		
b.	If available, special Policy Date requested i	is 2 1/3/0 2 or	
b.	If available, special Policy Date requested in Latest date that retains Proposed Insured's a pecial Requests for Additional Coverage Attains	ege last birthday / /	
b.	Catest date that retains Proposed Insured's a	ege last birthday / /	
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b.	Catest date that retains Proposed Insured's a	ege last birthday / /	

Boutsiller

Company use only: Additions and Amendments	
	·
Declarations	2
General. To the best of my knowledge and belief, the answers recorde written consent is required by law, my agreement in writing is required Company Use section as to (a) age; or (b) plan of insurance; or (c) riden	to any entry made by the Company in the
When Insurance Takes Effect. If a prepayment is made in connection is stated in the Prepayment Receipt and Temporary Life Insurance Agreedly when the first premium is paid; provided that at the time of such paid (b) there has been no change in insurability as represented in the provided that at the time of such paid (b) there has been no change in insurability as represented in the provided that at the time of such paid (b) there has been no change in insurability as represented in the provided that at the time of such paid (b) there has been no change in insurability as represented in the provided that at the time of such paid (b) there has been no change in insurability as represented in the provided that at the time of such paid (b) there has been no change in insurability as represented in the provided that at the time of such paid (b) there has been no change in insurability as represented in the provided that at the time of such paid (b) there has been no change in insurability as represented (c) the provided that at the time of such paid (c) the provided that at the time of such paid (c) the provided that at the time of such paid (c) the provided that at the time of such paid (c) the provided that at the time of such paid (c) the provided that at the time of such paid (c) the provided that at the time of such paid (c) the provided that at the time of the provided that at	rement. Otherwise, the insurance will take effect
imitation on Authority of Producers and Examiners. Producers and Examiners. Producers and Examiners, or (c) to make a	caminers do not have authority: (a) to determine contract for the Company.
authorization	
order that insurance can be issued. I authorize each of the following give this information to the Company: a medical practitioner; a medical formation Bureau; a consumer reporting bureau; and any other companion child is applied for, this authorization extends to the records and k formation received by the Company may be disclosed to third parties in	al facility; an insurance company; the Medical ny, concern or person. If insurance on any nowledge of that child and the child's health
uthorize the preparation and procurement of an investigative consume	r report.
nderstand that: I have a right of access to and correction of all informative environment to any investigative consumer report; and I can a this authorization is as valid as the original. This authorization is valid eived a Notice of Information Practices; this Notice gives a more detail Company.	ask for a copy of any such report. A photocopy for 30 months from the date it is signed. I have
vner's Certification (in lieu of W-9)	
lam villam not subject to backup withholding under Section 3406 (nalties of perjury, I certify that the information in this section is true, cor	(a)(l)(c) of the Internal Revenue Code. Under rect and complete.
natures Signed at: City: Withhim MILM	State— Date-7 VS (0)
Proposed Insured (Parent, if Proposed Insured says 156 V	State— Dated PIDE
Applicant if other than Proposed Insured Success of Moure	<u> </u>
Owner, if other than Proposed Insured or Applicant	Date 2 //3 / 02-
Producer	
Issue State is Florida, Producer Print Name Here	
Inrida State Incurrance License &	

Copying Prohibited

EXHIBIT B

Cobino

501 BOYLSTON ST BOSTON, MA 02116

Variable Life Policy

Insured Ronald T Moore

Policy Number 1Y203173

Plan Flexible Premium Adjustable Variable Life

New England Life Insurance Company Agrees to pay the Death Benefit of this Policy to the Beneficiary on receipt of proof of the death of the insured; and to provide the other rights and benefits of the Policy.

These agreements are subject to all of the provisions of the Policy.

Signed on the Date of Issue for the Company at its

Administrative Office: 501 Boylston Street Boston, Massachusetts 02117

President



Flexible Premium Adjustable Variable Life Policy

- The Death Proceeds are payable at the death of the insured if the Policy is in force.
- The Policy can be adjusted by increasing or decreasing the Face Amount.
- The amount and frequency of premium payments can be changed.
- The Policy does not share in dividends.

THE DEATH BENEFIT ON THE POLICY DATE WILL BE **EQUAL TO THE FACE** AMOUNT SHOWN IN SECTION 1. THEREAFTER, THE DEATH BENEFIT CAN VARY FROM DAY TO DAY, IT CAN INCREASE OR DECREASE, DEPENDING ON SEPARATE INVESTMENT ACCOUNT PERFORMANCE AND ON FIXED ACCOUNT INTEREST. SEE SECTION 8. THE CASH VALUE OF THIS POLICY CAN VARY FROM DAY TO DAY, IT CAN INCREASE OR DECREASE, DEPENDING ON SEPARATE INVESTMENT ACCOUNT PERFORMANCE AND ON FIXED ACCOUNT INTEREST. SEE SECTION 12.

Please Read Your Policy Carefully

This Policy is a legal Contract between you and the

Company. RIGHT TO RETURN THE POLICY When this Policy is issued or when you receive an increase in Face Amount, vou should examine it. You can return the Policy or the increase in Face Amount

(See Section 14) to the Company or its Agent for any reason within 10 days after you receive it from the Company. If you return an increase in Face Amount: any Monthly Deduction and any Administrative Charge for the increase in Face Amount will then be credited to the Policy; and the increase in Face Amount will be cancelled from the start. Otherwise, if you return the Policy: an amount equal to the sum of (a) the difference, if any, between any premium paid plus any unscheduled payment made and the amounts allocated to the Variable Account and the Fixed Account and (b) the value of any amounts allocated to the Variable Account and the Fixed Account will be refunded to you; and the Policy will be cancelled from the start.

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1. Policy Schedule

Owner and Beneficiary

As named in the Application or as later changed. See the Owner and Beneficiary Section of the Policy.

Policy Number 1Y203173

Age 60

Sex Male

Policy Date December 20, 2004

Policy Loan Interest Rate 4.75%

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 1 WILL BE CHANGED. SEE

Schedule of Benefits

Flexible Premium Adjustable Variable Life

Death Benefit Option: 1 Definition of Life Insurance Test: Cash Value Accumulation Test

Corridor:

Net Single Premium

Face Amount \$10,000,000

Date of Issue December 20, 2004

Policy Class

Nonsmoker Standard

\$10,000,000

Flexible Premium Adjustable Variable Life

Maximum Monthly Policy Fee

Maximum Monthly Face Amount Increase Administrative Charge

Maximum Monthly Mortality

and Expense Risk Charge

\$10.00

for 12 months, lesser of: \$0.00080 times Face Amount Increase; and \$25 \$0.000625 times Cash Value at the

beginning of the day

Schedule of Annual Premiums

Planned Annual Premium:

Year Years 2-3

Thereafter

Monthly Minimum Premium: Maximum Premium Expense Charge: \$771,862.96 *

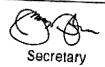
\$771,863.00 \$0.00

\$3,269.75

10.0%

This coverage may expire if premiums paid are insufficient to continue the coverage. There may be little or no Cash Value at that time.

* If the Planned Annual Premium is paid on the first day of each policy year, and the investment return of the Policy's sub-accounts is 4% in all years and the guaranteed maximum charges apply in all years, this Policy will terminate in policy year 40 unless additional premium is paid.



2. Table of Guaranteed Maximum Cost of Insurance Rates per \$1,000 Based on the 1980 CSO Table B

Policy Number 1Y203173

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 2 WILL BE CHANGED. SEE SECTION 14.

Policy Year	Monthly Rate	Policy Year	Monthly Rate
1	1.2267	^-	•
2	1.3333	21	7.4858
3	1.4558	22	8.1617
4	1.5967	23	8.9317
5		24	9.8042
6	1.7542	25	10.7583
4 5 6 7 8 9	1.9258	26	11.7817
ć	2.1075	27	
0	2.3008	28	12.8475
	2.5025	29	13.9575
10	2.7217	30	15,1033
11	2.9658		16.2950
12	3.2458	31	17.5442
13	3.5700	32	18.8758
14	3.9442	33	20.3442
15	4.3642	34	22.0033
16	4.8200	35	24.1133
17	5.3042	36	27.0742
18		37	31.7475
18 19	5.8083	38	39.8075
20	6.3292	39	54.7817
20	6.8808	40	83.3333
	-		03.5533



3. Table of Net Single Premiums

Policy Number 1Y203173

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 3 WILL BE CHANGED. SEE SECTION 14.

Policy Year	NSP	Policy Year	NSP
1	.5144007	-	
2 3	.5318704	21	.7845287
3	.5455833	22	.7959443
4	.5593912	23	.8071074
5	.5732413	24	.8179259
4 5 6 7	.5870962	25	-8283009
7	.6009370	26	.8381937
8	.6147717	27	.8476017
8 9	.6286058	28	.8565898
10	.6424666	29	.8652322
11	.6563470	30	.8736410
12	.6702161	31	.8819421
13	.6840078	32	.8902902
14	.6976349	33	.8988720
15	7110004	34	.9078981
16	7240348	35	.9176688
17	.7367149	36	.9283859
18	.7490520	37	.9401686
19	.7610935	38	.9528946
20	.7729070	39	.9661403
		40	.9790418

Accounts Available on December 20, 2004

Variable

State Street Research Money Market Portfolio Zenith Equity Portfolio State Street Research Bond Income Portfolio MetLife Stock Index MFS Total Return Portfolio Harris Oakmark Focused Value Portfolio FI Value Leaders Portfolio Fidelity VIP Equity-Income Sub-account Fidelity VIP Overseas Sub-account Loomis Sayles Small Cap Portfolio Fidelity VIP High Income Sub-account State Street Research Large Cap Growth Portfolio FI International Stock Portfolio Davis Venture Value Portfolio MFS Investors Trust FI Mid Cap Opportunities Portfolio Met/Putnam Voyager Portfolio Russell 2000 Index Portfolio Sub-account Lehman Brothers Aggregate Bond Index Portfolio Morgan Stanley EAFE Index Portfolio State Street Research Aurora Portfolio MetLife Mid Cap Stock Index Portfolio American Funds Growth Funds American Funds Growth & Income Fund American Funds Global Small Cap Fund Janus Aggressive Growth Portfolio State Street Research Investment Trust Franklin Templeton Small Cap Growth Portfolio Neuberger Berman Partners Mid Cap Value Portfolio T. Rowe Price Mid-Cap Growth Portfolio PIMCO PEA Innovation Portfolio Harris Oakmark Large Cap Value Portfolio Met/AIM Mid Cap Core Equity Portfolio Met/AIM Small Cap Growth Portfolio PIMCO Total Return Portfolio Harris Oakmark International Portfolio State Street Research Large Cap Value Portfolio Neuberger Berman Real Estate Portfolio MFS Research International Portfolio Lord Abbett Bond Debenture Portfolio T. Rowe Price Small Cap Growth Portfolio T. Rowe Price Large Cap Growth Portfolio

Fixed

Fixed Account

5. Contract

The Contract

This Policy is a legal contract between the Owner of the Policy (called "you") and New England Life Insurance Company, Massachusetts "the corporation, (called Company"). The Policy, which includes the attached Application and any Application for adjustment of the Policy, is the entire contract between you and the Company. All riders are listed in Section 1. A change in or waiver of the provisions of the Policy must be signed by the President or the Secretary of the Company to be valid.

Payments Under the Contract

All contract amounts are in dollars of the United States of America. Payments by the Company under the contract will be made at the Home Office of the Company. The obligations of the Company are subject to all payments made and actions taken by the Company under the Policy before receipt by the Company at its Administrative Office of proof of death of the Insured.

Dates

Policy years, months and anniversaries are all measured from the Policy Date. Contestable and suicide periods start on the Date of Issue and on the Adjustment Date for each increase in Face Amount. The Policy Date, the Date of Issue and each Adjustment Date are all shown in Section 1.

Not Contestable After Two Years

Insurance is issued by the Company in reliance on the statements made in the Application for the insurance. Those statements are representations; they are not warranties. No statement can be used to contest or rescind insurance or to defend against a claim unless contained in the Application for the insurance. The insurance issued under this Policy will not be contestable after it has been in force during the life of the Insured:

 With respect to the amount of Death Benefit which results from other than payments for which proof of insurability is required, for two years from the Date of Issue; and

- With respect to any amount of Death Benefit which results from a payment for which proof of insurability is required, for two years from the date that payment is received; and
- With respect to the amount of the Death Benefit associated with each increase in Face Amount, for two years from the Adjustment Date for that increase.

Suicide Within Two Years

If the Insured dies by suicide while sane or insane within two years from the Date of Issue, the Death Benefit will be limited to: the amount of the premiums paid; less any Policy Loan Balance on the date of death; and less any partial surrenders.

If the Insured dies by suicide while sane or insane more than two years after the Date of Issue but within two years from the Adjustment Date for an increase in Face Amount, the Death Benefit for that Increase in Face Amount will be limited to the Monthly Deductions and any Face Amount Increase Administrative Charge made to pay for that increase.

Age and Sex of Insured

The age of the Insured on the Policy Date and on each policy anniversary means the age at the nearest birthday of the Insured. For an increase in Face Amount during a policy year, age means age at the start of that policy year.

If the age or sex of the Insured has not been correctly stated in the Application, the Death Benefit will be the amount that the most recent Monthly Deduction which was made would have provided for the correct age and sex.

Claims of Creditors

The Policy and payments under it are exempt from the claims of creditors to the extent allowed by law.

Basis of Values

1980 CSO" means Commissioners 1980 Standard Ordinary; it is used to describe tables. Minimum Cash Values. Reserves and Guaranteed Insurance Factors are based on the mortality table shown in Section 2. Interest is compounded daily at the effective rate of 4% per year. A detailed statement of the method of computing values has been filed, where required, with the Insurance Department of the state in which the Policy is delivered. All values are equal to or in excess of the minimum values required by the law of that state.

Periodic Reports

The Company will send you all reports required by law and regulation. Such reports will be sent once each year or more often if required by law or regulation. The annual report will include, as of the date for which the report is made: the Death Benefit; the Cash Value; any Policy Loan Balance; and any other information required by law or regulation.

Policy Illustration of Benefits and Values
Upon written request the Company will send
you a policy illustration which will illustrate
benefits and values under the Policy.

Postponement of Variable Benefits

Except for a Policy Loan that will be used to pay premiums on policies issued by the Company, the Company can postpone the determination of and the payment or transfer of amounts based on separate investment account performance if:

- The New York Stock Exchange is closed for trading (except for normal weekend and holiday closing) or when trading is restricted; or
- The Securities and Exchange Commission determines that a state of emergency exists which may make payment or transfer impractical; or
- The Securities and Exchange Commission orders the Variable Account or orders the New England Zenith Fund or its successor or any other investment company or pool of investment assets in which the Variable Account is invested to postpone payment or transfer of variable benefits.

Postponement of Surrenders, Transfers ar Loans From The Fixed Account

The Company can postpone the payment the portion of the Policy's Net Cash Value which is in the Fixed Account for not mothan six months after surrender. If payment postponed for more than 30 days, it will be credited with interest from the date surrender. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year.

The Company can postpone transfers from the Fixed Account for not more than six month from the date of the request. The effective date of the transfer is the date on whice values are transferred from the Fixed Account

The Company can postpone the making of ar Policy Loan and any partial surrender from the Fixed Account for not more than six month from the day you apply, except Loans a partial surrenders to pay premiums on policie issued by the Company.

6. The Variable Account

The Variable Account

The Variable Account (called "the Account") is a separate investment account established by the Company in accordance with Delaware law and is now operated in accordance with Massachusetts law. The assets of the Account are owned by the Company. The assets of the Account will be used to provide values and benefits under this Policy and similar policies. The portion of the Account assets equal to the reserves plus other policy liabilities of the Account is not chargeable with liabilities arising out of any other business the Company may conduct. The Company reserves the right to transfer to its general account Variable Account assets which exceed the total of reserves and other liabilities of the Account. income and realized and unrealized capital gains and losses of the Account are credited to the Account without regard to any of the Company's other income or capital gains and losses.

Sub-Accounts

The Account consists of sub-accounts, each of which is invested in shares of one portfolio of the New England Zenith fund or its successor or any other investment company or pool of investment assets in which the Account is invested. Units of a portfolio are purchased for a sub-account at their net asset value.

The Policy's first investment is made in the Money Market sub-account as of the latest of:

- The Policy Date;
- The date of the Part II of the Application for the initial Face Amount, if any is required; and
- The date the first premium is received by the Company.

The Policy's Cash Value will be transferred, based on your choice, to the sub-accounts and the Fixed Account on the day the Company mails the Confirmation for the initial premium. Before this transfer, the values and benefits of the Policy will depend on the net investment performance of the Money Market sub-account. After this transfer, each net premium allocated to the Account and each net unscheduled payment allocated to the Account will be applied to the sub-accounts you chose as of the date it is received by the Company at its Administrative Office.

Each net purchase payment allocated to the Account will be credited in the form of Accumulation Units to the sub-accounts you elect. The number of Accumulation Units credited to a sub-account will be equal to the portion of the net purchase payment credited to that sub-account divided by the Accumulation Unit Value (see Section 12) for that sub-account for the applicable Valuation Period.

The number of Accumulation Units in a sub-account will be reduced whenever its value is reduced due to any of these events: a full or partial surrender; a decrease in Face Amount; a Policy Loan; a transfer; a Monthly Deduction; and payment of a Face Amount Increase Administrative Charge. The reduction is determined by dividing the dollar amount of the transaction by the Accumulation Unit Value (see Section 12) for the Sub-Account.

Each distribution of income, dividends and capital gains from a portfolio to a sub-account will be reinvested for the benefit of the owners of the policies in that sub-account at net asset value in units of the portfolio which made the distribution.

The Cash Value of the Policy at any time cannot be allocated among more than 10 sub-accounts, except with the consent of the Company; and the Fixed Account will be counted in the limit of 10.

The values and benefits of a policy depend on: the investment performance of the portfolios in which the sub-accounts are invested; and the interest credited to the Fixed Account. The Company does not guarantee the investment performance of the portfolios of the sub-accounts. You bear the investment risk for amounts invested in the sub-accounts for your Policy.

Choice of Sub-Accounts

You choose the sub-accounts in which net premiums and net unscheduled payments are to be invested. See Section 4 or the current prospectus for a list of the sub-accounts of the Account. You can change the choice for future premiums and future unscheduled payments at any time by notice to the Company. The change will be effective as of the date the request is received by the Company at its Administrative Office. The portion of the net premium and the net unscheduled payment to be applied to each sub-account chosen must be a whole percent.

Change in Portfolios

The Company can add or remove portfolios as sub-account investments as permitted by law. When a change is made, the Company will send you: a revised prospectus for the Account which will describe all of the portfolios then available in the New England Zenith Fund or its successor or any other investment company or pool of investment assets in which the Account is invested; and any notice required by law.

When a portfolio is removed, the Company has the right to substitute a different portfolio in which the sub-account will then invest:

- The value of the removed portfolio; and
- Future net premiums and future net unscheduled payments applied to that subaccount.

Transfer Option

After 15 days from the date the Company mails the Confirmation of the first premium, you can transfer all or a portion of the Policy's existing share of a sub-account to another sub-account or to the Fixed Account. (See Restriction of New Amounts Applied to the Fixed Account provision.) Requests for transfers can be made in writing or by telephone. The Company is not responsible for determining the authenticity of transfer instructions received by telephone. Transfers will be subject to a limit of 4 in each policy year, except with the consent of the Company. A transfer out of the Fixed Account will not count against this limit.

Change of Investment Policy

The investment policy of the Account will not be changed unless: (a) the change has been approved by the Insurance Commissioner of the Commonwealth of Massachusetts; and (b) a statement of the approval process has been filed with the Insurance Department of the state in which this Policy is delivered. If the investment policy of the Account is changed, the Company will give you written notice of the change. You can then choose to convert this Policy to fixed benefit coverage. The conversion will be on the basis described ir the 24 Months Conversion Right section. (See Section 15.) Your request to convert this Policy must be made within 60 days of the later of (a) the effective date of the investment policy change; or (b) the date you receive the notice of the change.

Rights Reserved by the Company

The Company reserves the right to take certain actions subject to compliance with lav including, if required, the approval of the owners of the policies. These actions are: (a to create new investment accounts; (b) to combine any two or more separate investmen accounts, including the Account; (c) to inves some or all of the assets of the Account othe than in the New England Zenith Fund; (d) to invest some or all of the assets of the Accour in any other investment company or pool o investment assets chosen by New England Life Insurance Company; (e) to remove a portfoliin which the sub-account is invested or to substitute a different portfollo; (f) to operat the Account as a management investmer company and to charge investment advisor fees under the Investment Company Act c 1940 or to operate the Account in any othe form permitted by law; and (g) to deregiste the Account under the Investment Company Ac of 1940 if registration is no longer required.

7. The Fixed Account

The Fixed Account

The Fixed Account is a segmented fund within the general account of the Company.

If you choose the Fixed Account, the first date on which money is applied to the Fixed Account for the Policy is the latest of:

- The date the Company mails the Confirmation for the initial premium; and
- The effective date of the choice of the Fixed Account.

Before this date, the value of the portion of the net premium and any net Unscheduled Payment allocated to the Fixed Account will depend on the net investment performance of the Money Market sub-account of the Variable Account. After this date, each net premium allocated to the Fixed Account and each net unscheduled payment allocated to the Fixed Account will be applied as of the date it is received by the Company at its Administrative Office. Each transfer to the Fixed Account will be applied as of the transfer date.

Fixed Account Interest

Except as noted in the Repayment of Loans provision of Section 13, the rate of interest for each amount applied to the Fixed Account: will be the rate set by the Company in advance for the date the amount is applied to the Fixed Account; and will not be less than a rate equivalent to an annual effective rate of 4%. The effective interest rate used on the Policy will be the weighted average of all such rates for the Policy.

Each year, on the policy anniversary, the Company will determine a portion, if any, of the Policy's portion of the Fixed Account which will be reinvested at the rate effective on that date.

Interest will be credited to the Fixed Account on a daily basis.

Restriction of New Amounts Applied to the Fixed Account

The Company reserves the right to restrict new amounts applied to the Fixed Account if the rate of interest that would be used for the new amount is a rate equivalent to an annual effective rate of 4%.

Transfers Out of the Fixed Account

You can transfer a limited amount of the Policy's portion of the Fixed Account to the sub-accounts once within 30 days after each policy anniversary. The transfer will be limited to the greater of: 25% of the Policy's portion of the Fixed Account on the transfer date; and the amount of the Policy's portion of the Fixed Account transferred to the sub-accounts the prior year. However, if less than \$100.00 would remain in the Fixed Account after the transfer, you can transfer the remainder to the sub-accounts. Requests for transfers can be made in writing or by telephone. The Company is not responsible for determining the authenticity of transfer instructions received by telephone.

Choice of the Fixed Account

You can choose to have net premiums and net unscheduled payments applied to the Fixed Account. You can change the choice for future net premiums and future net unscheduled payments at any time by notice to the Company in writing. (See the Restriction of New Amounts Applied to the Fixed Account provision.) The portion of the net premium and net unscheduled payment to be applied to the Fixed Account must be a whole percent.

8. Death Benefit

Death Benefit

The Company will pay a Death Benefit to the Beneficiary upon receipt of proof of the death of the Insured. The amount of the Death Benefit will depend on the Death Benefit Option in effect on the date of death if death occurs prior to age 100. If death occurs on or after age 100, the Death Benefit will equal the greater of: the Cash Value on the date of death; and the Face Amount of the Policy if, at age 100, the Policy has a Guaranteed Death Benefit Rider attached and the Guarantee is in effect. The amount payable in either event will be reduced by any Policy Loan Balance on the date of death. If the insured dies during the grace period, an amount will be deducted from the policy proceeds to cover Deductions to the date of death. The policy proceeds will be paid in one sum unless all or part of the proceeds is applied to a Payment Option. (See Payment of Benefits, Section 17.)

Definition of Life Insurance Test

This Policy is intended to qualify as a flexible premium adjustable life insurance contract under the Internal Revenue Code (called "the Code) and any interpretive regulation or rulings by the Internal Revenue Service. The Code provides two tests to determine whether the policy meets the definition of life insurance: the Cash Value Accumulation Test; and the Guideline Premium Test. The Test used for the life of this Policy will be the one chosen in the original Application; that Test cannot be changed.

If you choose the Cash Value Accumulation Test, the Death Benefit will not be less than: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death; divided by the Net Single Premium. (See Section 3.)

If you choose the Guideline Premium Test, the Death Benefit will not be less than a percentage of: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death. The percent used will be based on the age of the Insured at the beginning of the policy year as shown in the Table of Applicable Percentages below.

Table of Applicable Percentages

Age	Applicab le Percent	Age	Applica le
A 41		**	Percent
0 through 40	250	61	128
41	243	62	128
42	236	63	124
43	229	84	122
44	222	65	120
45	215		
46	209	66	119
47	203	67	118
48	197	68	117
49	191	69	116
50	185	70	115
51	178	71. 72	113
52	171	72	111
53	164	73	109
54	157	74	107
55	150	75 through 90	105
56	146	91	104
57	142	92	103
58	138	93	102
59	134	94 through 99	101
60	130	100	100

Death Benefit Options

This Policy provides two Death Benefit Option The Death Benefit Option will be as chosen the Application or as later changed. The Dea Benefit Option is shown in Section 1.

If Option 1 is chosen, the Death Benefit equathe greater of :

- The Face Amount shown in Section 1; and
- The death benefit required by the Cast Value Accumulation Test or the Guidelir Premium Test, depending on the Definition of Life Insurance Test chosen for the Policy.

If Option 2 is chosen, the Death Benefit equa the greater of:

- The Face Amount shown in Section 1 plk the Cash Value; and
- The death benefit required by the Cas Value Accumulation Test or the Guidelir Premium Test, depending on the Definitic of Life Insurance Test chosen for the Policy.

When you apply for an Adjustable Term Ride you can choose to have the Term Amount the Rider added to the Face Amount of the Policy for purposes of calculating the Dear Benefit. Your choice cannot be changed.

Changing the Death Benefit Option

After the first policy year you can change the Death Benefit Option by written application to the Company. A change in Death Benefit Option will be effective on the Adjustment Date shown in the new Policy Schedule.

Except with the consent of the Company, a change from Option 1 to Option 2 can be made only if the Face Amount after the change will be at least \$50,000. If you change from Option 1 to Option 2:

- The Face Amount will be decreased such that the Death Benefit immediately before and after the change is the same; and
- A decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis.

A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy. If you chose the Guideline Premium Test for the Policy, a portion of the Cash Value will be paid to you if necessary in order to allow the Policy to continue to qualify as life insurance.

If you change from Option 2 to Option 1:

- The Face Amount will be increased such that the Death Benefit immediately before and after the change is the same; and
- This increase in Face Amount will be applied to the initial Face Amount and to each prior increase in Face Amount on a pro rata basis.

The requirements in the Increase in Face Amount provision of Section 14 do not apply to a change from Option 2 to Option 1.

9. Premiums

Payment

Premiums are payments made to the Company to pay for the Policy. The Policy will not be in force until the first premium is paid. The Company will send you a Confirmation for the first premium. After the first premium is paid, premiums can be paid: at any time; and in any amount, subject to the Limits on Premiums below. Payments can be made at the Administrative Office of the Company or at any Agency of the Company. A receipt for payment signed by the Secretary of the Company will be given on request. Unless you request otherwise in writing to the Company, any payment received by the Company when a Policy Loan exists on the Policy will be used: first, as a planned premium; second, as payment of the loan interest due; third, as a repayment of the Policy Loan; and fourth, as an unscheduled payment.

Amount and Frequency

Planned annual premiums are shown in Section 1. Payments and Planned Premium Dates can be annual, semi-annual or quarterly or can be at any frequency agreed to by the Company. (See Limits on Premiums below.)

Unscheduled payments can be made at any time. (See Limits on Premiums below.)

Cash Values and Death Benefits will be permanently affected by the amount and frequency of planned and unscheduled payments.

Limits on Premiums

Payments are subject to these limits:

- No payment can be made at and after age 100, except as stated in the Grace Period provision (see Section 10); and
- No payment can be less than \$25; and
- Total planned and unscheduled payments will be limited to the Company's published maximum; and
- No unscheduled payment can be made if it increases the Death Benefit by more than it increases the Cash Value, except with evidence of insurability and the consent of the Company; and
- No planned premium can be increased except with the consent of the Company.

If you have selected the Guideline Premium Test for the Policy (see Section 8, Definition of Life Insurance Test), premiums on this Policy are limited to an amount no greater than that allowing the Policy to continue to qualify.

Net Payments

Each net premium and each net unscheduled payment equals: the payment; *less* no more than the Maximum Premium Expense Charge at the rate shown in Section 1.

10. Monthly Deduction

Monthly Deduction

On the first day of each policy month, wheth or not premiums are paid, the Company w make a Monthly Deduction for that polic month from the Cash Value of this Policy. The amount of the Monthly Deduction for a polic month equals:

- The cost of insurance and the cost of ar riders for the policy month;
 PLUS
- An amount not greater than the Maximu Monthly Policy Fee shown in Section 1; PLUS
- A monthly Mortality and Expense Ric Charge not greater than the Maximu stated in Section 1.

If the Policy meets the Monthly Minimu Premium test (see below) or if a Guarantee Death Benefit Rider is attached and th Guarantee is in effect, whether or n premiums are paid, the Monthly Deduction who be made until the Cash Value equals zer Otherwise, the Monthly Deduction will be made as long as the Net Cash Value is sufficient cover the entire Monthly Deduction. The provision will not continue any rider beyor the termination date as provided in the rider.

The Monthly Deduction will reduce the suraccounts and the Fixed Account in the sam proportion as the Cash Value of the Policy in the sub-accounts and the Fixed Accour However, you can choose in writing to have Monthly Deductions reduce: a specific sul account until the Policy's portion of that sul account equals zero; and then the remainir sub-accounts and the Fixed Account in the Policy is in the sub-accounts and the Fixed Account.

Cost of Insurance

The monthly cost of insurance equals: the amount at risk; times the cost of insurance rate per \$1,000 for that month divided by 1,000. The amount at risk equals:

 The Death Benefit on the first day of the policy month discounted at .3273745% (the monthly equivalent of 4% per year);

LESS

 The Cash Value on the first day of the policy month after the deduction of: the cost of insurance and the cost of any riders for the policy month; plus the Monthly Policy Fee.

Cost of Insurance Rates

The cost of insurance rates will be set by the Company each year on the policy anniversary, based on the expectations of the Company as to future experience.

The Table of Guaranteed Maximum Cost of Insurance Rates per \$1,000 (see Section 2) shows the maximum guaranteed rate for each policy month which starts on the Policy Date or a policy anniversary. The rates between anniversaries vary monthly based on the assumption of uniform distribution of deaths throughout the policy year. The cost of insurance rates for each policy year for the initial Face Amount and for each increase in Face Amount are based on: the sex of the Insured; the underwriting class of the Insured; and the age of the Insured on the first day of the policy year.

Monthly Deduction Adjustment At Death

The portion of any Monthly Deduction made for a period beyond the date of death will be added to the policy proceeds unless this amount has already been included in the Death Benefit as described in the Definition of Life Insurance Test provision in Section 8. If the Insured dies during the grace period, an amount will be deducted from the policy proceeds to cover Monthly Deductions to the date of death.

Grace Period

Unless the Policy meets the Monthly Minimum Premium test or unless a Guaranteed Death Benefit Rider is attached and the Guarantee is in effect, if the Net Cash Value on the first day of a policy month is not enough to cover the Monthly Deduction for that month, Company will mail a premium notice to you and any assignee at the addresses on record with the Company. There is a grace period of 62 days from the date when the Monthly Deduction was due in which to pay a premium large enough to permit the Monthly Deduction to be made. The insurance remains in force during the grace period. If the premium remains unpaid at the end of its 62-day grace period, the Policy will lapse without value. Any riders will also lapse without value unless otherwise stated in the rider.

Monthly Minimum Premium

If certain criteria are met, this Policy will not be lapsed even if the Net Cash Value on the first day of the policy month is not enough to cover the Monthly Deduction due for that month. During the first three policy years, on the first day of each policy month, the Company will test for this benefit unless this Policy is the result of exercising a Change to a New Insured rider.

The test will compare (a) to (b), where: (a) equals the total of the Monthly Minimum Premiums for the Policy from the Policy Date to that policy month; and (b) equals the total premiums paid to date less all partial surrenders and any Cash Value paid to you to allow the Policy to continue to qualify as life insurance and any Policy Loan Balance at that time. If (b) is greater than or equal to (a), the Policy will not be lapsed if the Net Cash Value on the first day of the policy month is not enough to cover the Monthly Deduction due for that month.

The Monthly Minimum Premium is shown in the Policy Schedule. (See Section 1.) This Premium will be recalculated when: the Face Amount is decreased; the amount provided by riders attached to this Policy is changed; a partial surrender is made which results in a decrease in Face Amount; or the underwriting class of this Policy and its riders is changed to a more favorable underwriting class.

11. Reinstatement After Lapse

Reinstatement

If the Policy lapses, the Policy and riders can be reinstated. (See Limitations on Reinstatement below.) Reinstatement is subject to:

- · Written application to reinstate; and
- Proof that the Insured is insurable; and
- Payment of a premium large enough to keep the Policy and any riders in force for at least two months; and
- Payment or reinstatement of any Policy Loan Balance which existed on the date when the Policy lapsed.

Limitations on Reinstatement

The Policy and riders cannot be reinstated, except with the consent of the Company, if more than seven years have passed since the date of lapse.

Any rider which provides life or disability insurance on a person other than the Insured can be reinstated only as stated in the rider.

Effective Date of Reinstatement

Reinstatement will take effect: only if the application for reinstatement is approved by the Company; and only when the premium for reinstatement has been paid, provided that at the time of payment there has been no change in insurability as represented in the application for reinstatement.

12. Cash Value of the Policy

Cash Value

The first net premium will be credited to the Policy as of the latest of:

- The Policy Date;
- The date of the last Part II of the Application for the initial Face Amount; an
- The date the first premium is received the Company.

Each future net premium will be credited to the Cash Value as of the date it is received by the Company.

Until the day the Company mails Confirmation of the initial premium, the Cas Value of the Policy equals the number Accumulation Units credited to the Mone Market sub-account for the Policy times th applicable Accumulation Unit Value for th sub-account. Thereafter, the Cash Value of the Policy equals: the number of Accumulation Units credited to each sub-account for the Policy times the applicable Accumulation Ur Value for each sub-account; plus the Policy portion of the Fixed Account; plus the amou transferred to the general account of the Company because of Policy Loans on the Policy. (See Section 13.) The amount of the Cash Value depends on: the frequency ar amount of net planned premiums; frequency and amount of net unschedule payments; investment performance of the chosen sub-accounts; interest credited to the Policy's portion of the Fixed Account; Month Deductions; partial surrenders; increases ar decreases in Face Amount; transfers amor sub-accounts and the Fixed Account: ar Policy Loans. The Cash Value can increase decrease on a daily basis, depending on: the actual investment performance of the chose sub-accounts; and the interest credited to the Policy's portion of the Fixed Account. (See Ninvestment Factor below.)

The Cash Value of the Policy is not increase by the cash value of any rider, unless stated the rider.

Accumulation Unit Value

An Accumulation Unit Value is determined for each sub-account for each Valuation Period. The Accumulation Unit Value of each sub-account for its first Valuation Period after it was added to the Account was set at \$100.00 taking into account the performance history of the underlying investment company. For each later Valuation Period, each Accumulation Unit Value equals:

The Net Investment Factor for that Valuation Period;

TIMES

The Accumulation Unit Value for the immediately preceding Valuation Period.

The Net Investment Factor depends on the investment performance of the sub-accounts elected and can be greater or less than one. Therefore, the Accumulation Unit Value can increase or decrease.

Net Investment Factor

For each Valuation Period, the Net Investment Factor for each sub-account is determined by dividing (a) by (b); where:

(a) equals the net asset value per unit of the portfolios held in the sub-account as of the end of that Valuation Period;

PLUS

if the ex-dividend date occurs during that Valuation Period, the per unit amount of all dividend and capital gains distributions made by the portfolios held in the sub-account;

MINUS

a per unit amount of any taxes incurred by the Account, or amounts set aside as a reserve for such taxes during that Valuation Period; and

(b) equals the net asset value per unit of the portfolios held in the sub-account for the immediately preceding Valuation Period.

Net Cash Value

The Net Cash Value equals:

- The Cash Value of the Policy; LESS
- Any Policy Loan Balance.

Surrender of the Policy

You can surrender the Policy for its Net Cash Value at any time by notice to the Company in writing. Upon surrender, the Policy will be cancelled. The Net Cash Value will be paid to you in one sum, unless you choose in writing to apply all or part to a Payment Option. (See Payment of Benefits, Section 17.) If you surrender the Policy during the grace period, an amount will be deducted from the Net Cash Value to cover the Monthly Deduction to the date of surrender.

Monthly Cost of Insurance Adjustment At Surrender or Partial Surrender

The pro rata portion of any monthly cost of insurance deduction made for a period beyond the date of surrender will be added to the surrender proceeds.

Valuation Periods and Valuation Dates

A Valuation Period for each sub-account is a period:

- Which starts on a Valuation Date; and
- Which ends on the next succeeding Valuation Date.

Each day the New York Stock Exchange is open for trading is a Valuation Date.

13. Policy Loans

Policy Loans

You can borrow all or part of the Loan Value of the Policy by request, in a manner satisfactory to the Company. Unless the Company consents otherwise, no request can be made until after 15 days from the date the Company mails the Confirmation for the first premium. Policy Loans are made on the sole security of the Policy. The amount you can borrow at any time equals the Loan Value less any Policy Loan Balance at that time.

Unless you request otherwise, Policy Loans will reduce *first*, the Policy's share of the subaccounts proportionately and *second*, the Policy's portion of the Fixed Account, except as noted below in the Interest on Loans; Policy Loan Balance provision. Assets equal to the amount of the Loan:

- Will be transferred to the general account of the Company; and
- Will earn interest at the effective rate per year of not less than: the Policy Loan Interest Rate; less .75%.

Policy Loans, whether or not repaid, can have a permanent effect on Cash Values and Death Benefits.

Loan Value

The Loan Value of the Policy equals 90% of the Cash Value of the Policy on the date the Loan is made.

Interest on Loans; Policy Loan Balance

Interest will be charged on Policy Loans at the Policy Loan Interest Rate shown in Section 1. Interest accrues daily. The Policy Loan Balance at any time means Policy Loans outstanding plus interest accrued to date. Loan interest is due on the policy anniversary each year. Loan interest not paid when due will be added to the Loan and interest will be charged on it; when loan interest is added to the Loan, the Policy's share of the sub-accounts and the Policy's portion of the Fixed Account will be reduced proportionately.

Repayment of Loans

Policy Loans can be repaid to the Company any time in whole or in part. Loan repaymer will be allocated: first, to repay the Loa made against the Fixed Account; and secon unless you request otherwise, to repay the Loans made against the sub-accounts in the same proportion as the Policy is invested the sub-accounts at the time of repayment the Policy Loan.

The rate of interest for each loan repayme allocated to the Fixed Account will be t lesser of: the rate set by the Company advance for the date the loan repayment allocated to the Fixed Account; and t effective interest rate (see Fixed Accountreest) for the Policy on the date of t repayment.

A Policy Loan is a charge against the Polic The proceeds of the Policy will be reduced any Policy Loan Balance on the date of dea of the Insured. If the Policy Loan Balance any time exceeds the Cash Value of the Polic (called "excess Policy Loan"), the Compa will mail a notice to you and to any assigns The notice will be mailed to the addresses record with the Company. If the excess amous not paid to the Company within 62 da after the mailing of the notice, the Policy Vapse without value.

Unless you request otherwise, any paymereceived by the Company when a Policy Lo exists on the Policy will be used: first, as planned premium; second, as payment of I loan interest due; third, as a repayment of I Policy Loan; and fourth, as an unschedul payment.

14. Adjustment

Increase in Face Amount

After the first policy year, the Face Amount can be increased effective on the first day of any policy month. An increase in Face Amount is subject to:

- Written application to increase the Face Amount;
- Proof that the Insured is insurable:
- New insurance for the amount of the increase on the same plan at the age of the Insured on the Adjustment Date being allowed under the underwriting rules of the Company;
- The amount of the increase being at least \$10,000, except with the consent of the Company;
- A Monthly Deduction for the increase. (See Monthly Deduction, Section 10.); and
- If the increase is medically underwritten, a monthly Face Amount Increase Administrative Charge not greater than the Maximum stated in Section 1, to be deducted from the Cash Value in the same manner as the Monthly Deduction (see Monthly Deduction, Section 10).

The amount of any rider which is attached to the Policy can be increased only as stated in the rider.

The Application to increase the Face Amount must be signed by the insured and by you. An increase will be effective on the Adjustment Date shown in the new Policy Schedule.

Decrease in Face Amount

After the first policy year, the Face Amount may be decreased effective on the first day of any policy month by written application to the Company; but only if the Face Amount which will remain after a decrease is at least \$50,000, except with the consent of the Company. No part of the Cash Value will be paid to you unless you chose the Guideline Premium Test for the Policy and paying a portion of the Cash Value is necessary in order to allow the Policy to continue to qualify as life insurance. Any decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis, except with the consent of the Company. The

Death Benefit will be recalculated based on the new Face Amount and the Cash Value. A decrease in Face Amount will be effective on the Adjustment Date shown in the new Policy Schedule. A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

Partial Surrender

After 15 days from the date the Company mails the Confirmation of the first premium, you can make a partial surrender by written request to the Company. A portion of the Cash Value will be paid to you. In each policy year, partial surrenders will be limited, except with the consent of the Company, to: 20% of the Net Cash Value on the day the first partial surrender is made for the policy year; or, if less, the Loan Value minus any Policy Loan Balance. The amount of the partial surrender will be deducted from the Cash Value. The Death Benefit of the Policy will be based on the Face Amount after the partial surrender and the reduced Cash Value. The Face Amount of the Policy will be reduced, if necessary, so the amount at risk after the partial surrender is not greater than the amount at risk before the partial surrender. (See Cost of Insurance, Section 10). Any decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a prorata basis, except with the consent of the Company. The Face Amount which will remain after the partial surrender must be at least \$50,000, except with the consent of the Company. A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

Unless you request otherwise, a partial surrender will reduce: first, the Policy's portion of the sub-accounts proportionately; and second, the Policy's portion of the Fixed Account.

15. 24 Months Conversion Right

Adjustment of the Policy

The Policy Schedule and Sections 2 and 3, must be changed to reflect an increase or a decrease in the Face Amount. The Policy Schedule must be changed also to reflect a change in the Death Benefit Option. The new Policy Schedule and the new Sections 2 and 3, and the Application for the adjustment will be made part of the Policy when the Company, at its option.:

- Sends you a new Policy Schedule, and new Sections 2 and 3, and a copy of the Application for the adjustment for you to attach to the Policy; or
- Requires that the Policy be returned to have the new Policy Schedule and new Sections 2 and 3, and a copy of the Application for the adjustment attached to the Policy by the Company; or
- Sends you an adjusted policy to take the place of this Policy.

Upon adjustment the Policy will be in force only as adjusted.

24 Months Conversion Right

The 24 Months Conversion Right allows you convert all or a portion of this Policy, subjet to the terms of this Section, to fixed bene coverage: by transferring value to the Fix Account; and by allocating future net premiuland future net unscheduled payments to the Fixed Account.

A request to exercise the 24 Mont Conversion Right must be in written fo satisfactory to the Company. The 24 Mont Conversion Right can be exercised:

- Once within 24 months after the Date Issue of the Policy;
- Once within 24 months after the Adjustme Date of an increase in Face Amount; and
- Even if the Company is restricting not amounts applied to the Fixed Account. (S Restriction of New Amounts Applied to t Fixed Account provision of Section 7.)

the Company is not restricting amour applied to the Fixed Account: you can transf to the Fixed Account all or part of the Policy Cash Value in the sub-accounts; and you c allocate all or part of future net premiums a net unscheduled payments to the Fix-Account. However, at any time in the future the Company is restricting new amour applied to the Fixed Account, the Compa reserves the right to limit the allocation future net premiums and net unschedulpayments to the Fixed Account to the Policy lowest Fixed Account allocation percentasince the most recent date when this Right w exercised. The Policy's share of the su accounts will be reduced proportionately wh-Cash Value is transferred under this Right.

If the Company is restricting amounts applito the Fixed Account: you can transfer to t Fixed Account the portion of the Policy's Ca Value in the sub-accounts which is attributat to the coverage for which this Right is being exercised; and you can allocate future repremiums and net unscheduled payments the Fixed Account based on the Company published rules. The Policy's share of the su accounts will be reduced proportionately who Cash Value is transferred under this Right.

Transfers to the Fixed Account resulting from the exercise of the 24 Months Conversion Rigare not counted in the limit of 4. (See Transf Option provision of Section 6.)

Owner and Beneficiary

Owner

The Owner of the Policy is named in the Application (see copy attached); but, the Owner can be changed. The new Owner will succeed to all rights of the Owner, including the right to make a further change of Owner. At the death of the Owner, his or her estate will be the Owner, unless a successor Owner has been named. In this Policy "you" means the Owner, whether the Owner is a person, a partnership, a corporation, a fiduciary or any other legal entity. The rights of the Owner will end at the death of the Insured, except for Payment of Benefits. (See Section 17.)

Beneficiary

The Beneficiary is named in the Application (see copy attached); but, the Beneficiary can be changed before the death of the Insured. The Beneficiary can be a person, a corporation, a partnership, a fiduciary or any other legal entity. A person must survive the Insured to qualify as Beneficiary. If none survives, the proceeds will be paid to the Owner.

Change of Owner or Beneficiary

A change of Owner or Beneficiary must be in written form satisfactory to the Company, and must be dated and signed by the Owner who is making the change. The change will be subject to all payments made and actions taken by the Company under the Policy before the signed change form is received by the Company at its Administrative Office.

Assignments

An absolute assignment of the Policy by the Owner is a change of Owner and Beneficiary to the assignee. A collateral assignment of the Policy by the Owner is not a change of Owner or Beneficiary; but their rights will be subject to the terms of the assignment except that the rights of an irrevocable beneficiary named before the assignment are superior to those of the assignee. Assignments will be subject to all payments made and actions taken by the Company before a signed copy of the assignment form is received by the Company at its Administrative Office. The Company will not be responsible for determining whether or not an assignment is valid.

Designation of Owner and Beneficiary

A numbered sequence can be used to name successive Owners or Beneficiaries. Co-Beneficiaries will receive equal shares unless otherwise stated.

In naming Owners or Beneficiaries, unless otherwise stated:

- "Child" includes an adopted or posthumous child:
- "Provision for issue" means that if a Beneficiary does not survive the Insured, the share of that Beneficiary will be taken by his or her living issue by right of representation; and
- A family relation such as "wife", "husband" or "child" means the relation to the Insured.

At the time for payment of benefits the Company can rely on an affidavit of any Owner or other responsible person to determine family relations or members of a class.

17. Payment of Benefits

Payment

The policy proceeds will be paid in one sum, unless all or part of the proceeds is applied to a Payment Option. (See Section 18.) The Company will pay interest on death proceeds from the date of death to the date of payment in one sum, or to the Option Date. The rate of interest will be set each year by the Company. The rate will not be less than: that required by law; or 3 1/2% per year. The interest payable on surrender proceeds is described in Section 5.

Selection of Payment Options; Option Date
The selection of a Payment Option and the
naming of the Payee must be in written form
satisfactory to the Company. You can make or
change or revoke the selection before death of
the Insured. The Option Date is the effective
date of the Payment Option, as stated in the
selection form.

Payee

The Payee is a person, a corporation, a partnership, a fiduciary or any other legal entity entitled to receive payment in one sum or under a Payment Option.

Selection by Payees

Any proceeds payable in one sum at the death of the Insured, or upon surrender of the Policy, can be applied to any Payment Option chosen by the Payee. Further, with the consent of the Company, any Payee who is entitled to receive proceeds in one sum when a Payment Option ends, or at the death of a prior Payee, or when proceeds are withdrawn, can choose to apply the proceeds to a Payment Option.

Rights of Payees

In the selection of a Payment Option the right can be given to the Payee:

- To withdraw principal and interest under the Fourth or Fifth Option; or
- To withdraw the commuted value of payments certain under the First, Second, or Sixth Option.

Under the Life Income Options only payments certain can be commuted. No Payee can assign, commute or withdraw the payments under any Payment Option, unless the right is reserved in the selection of the Option.

Limitations

If instalments under an Option would be Inthan \$20, proceeds can be applied to Payment Option only with the consent of Company.

Life Income Options

Guaranteed Life Income Options are based the age of the Payee on the Payee's birthoundariest the Option Date. The Company require proof of age. The Life Incompayments will be based: on the rates shown the Life Income Tables (Section 19); or, if the are greater, on the Payment Option rates of Company on the Option Date. If the rates a given age are the same for different period certain, the longest period certain will be use

Purchase of Increased Payment Opti Benefits

On the Option Date, a one sum purchar payment can be made to the Company to added to the proceeds being applied to a Payment Option. The portion of Life Incompayments purchased in this way will be bas on the Payment Option rates of the Compa on the Option Date, which may not be the rashown in the Life Income Tables (Section 1 The purchase payment will be limited to 1 Company's published maximum for simpremium immediate annuities on the Option Date. A portion of the purchase payment in be used by the Company to pay premium tay on the purchase payment.

Death of Payee

If a Payee under a Life Income Option d within 30 days after the Option Date, I amount applied to the Option, less a payments made, will be paid in one su unless a Payment Option is chosen by I successor Payee. Otherwise, amounts to paid after the death of a Payee under Payment Option will be paid as due to I successor Payee. If there is no success Payee, amounts to be paid in one sum, or I commuted value of any unpaid paymer certain, will be paid in one sum to the esta of the last Payee to die.

18. Payment Options

Commutation Rate

The interest rate used to compute the commuted value of any unpaid payments

- Under the First Option will be 3 1/2% per year; and
- Under the Life Income Options will be the rate used by the Company in computing the amount of the monthly payments.

Payment Options

All or part of the policy proceeds can be applied to any one of the following Options, subject to Section 17, Payment of Benefits:

First Option: Income for a Specified Number of Years

The Company will make monthly payments which will include both principal and interest. Payments will start on the Option Date and will continue for the number of years chosen. The number of years chosen cannot be more than 30. Interest is at the rate of 3 1/2% per year compounded yearly. Additional Interest paid by the Company for any year will be added to the monthly payments for that year.

Guaranteed monthly payments per \$1,000 of proceeds applied to the First Option are shown below:

Number of Years		Number of Years		Number of Years	
4 1	\$84.65	11	\$9.09	21	\$5.56
2	43.05	12	8.46	22	5.39
3	29.19	13	7.94	23	5.24
4	22.27	14	7.49	24	5.09
5	18.12	15	7.10	25	4.96
6	15.35	16	6.76	26	4.84
7	13.38	17	6.47	27	4.73
8	11.90	18	6.20	28	4.63
9	10.75	19	5.97	29	4.53
10	9.83	20	5.75	30	4.45

Second Option: Life Income
The Company will make equal monthly payments. Payments will start on the Option Date and will continue:

- During the life of the Payee, with no further payment after the death of the Payee, called "Life Income, No Refund"; or
- During the life of the Payee, but for at least 10 years, called "Life Income, 10 Years Certain"; or
- During the life of the Payee, but for at least 20 years, called "Life Income, 20 Years Certain".

Third Option: Life Income with Refund

The Company will make equal monthly payments. Payments will start on the Option Date and will continue during the life of the Payee. At the death of the Payee, if the total payments made are less than the total proceeds applied to the Option, then:

- The difference will be paid in one sum, called "Life Income, Cash Refund"; or
- The equal monthly payments will continue until the total payments are equal to the total proceeds applied to the Option, called "Life Income, Instalment Refund".

Fourth Option: Interest

The Company will hold the proceeds at interest during the life of the Payee or for any other period agreed to by the Company. Interest on the proceeds:

- Will be paid each month to the Payee starting one month after the Option Date; or
- Will be added to the principal amount each year and will earn interest.

At the death of the Payee, or at the end of the period agreed to, the balance of principal and any accrued interest will be paid in one sum. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year.

Fifth Option: Specified Amount of Income

The Company will make monthly payments which will include both principal and interest. Payments will be in the amount chosen. Payments can be quarterly or at any other frequency chosen, and payments can be for different amounts, all subject to the consent of the Company. Payments will start on the Option Date and will continue until the balance is fully paid out. At the death of the Payee any unpaid balance and accrued interest will be paid in one sum. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year. Interest will be added each year to the principal and will earn interest.

Sixth Option: Life Income for Two Lives
The Company will make monthly paymer
Payments will start on the Option Date and continue:

- While either of two Payees is living, cal "Joint and Survivor Life Income"; or
- While either of two Payees is living, but at least 10 years, called "Joint and Survi Life Income, 10 Years Certain"; or
- While two Payees are living, and after death of one Payee, two-thirds of monthly amount while the other Payee living, called "Joint and 2/3 to Survivor L Income".

19. Life Income Tables

Life Income Tables

Guaranteed monthly payments per \$1,000 of amounts applied to the Life Income Options are shown below:

Secon	d and T	hird Opt	ions: Li	fe Incor	ne
Age		10	20		····
of	No	Years	Years	Cash	Instalment
Payee	Refund	Certain	Certain	Refund	Refund
*15	\$3.19	\$3.19	\$3.19	\$3.18	\$3.19
16	3.21	3.20	3.20	3.19	3.20
17	3.22	3.22	3.21	3.21	3.21
18	3.23	3.23	3.23	3.22	3.22
19	3.25	3.24	3.24	3.23	3.24
20	3.26	3.26	3.25	3.25	3.25
21	3.27	3.27	3.27	3.26	3.26
22	3.29	3.29	3.28	3.28	3.28
23	3.31	3.30	3.30	3.29	3.29
24	3.32	3.32	3.31	3.31	3.31
25	3.34	3.34	3.33	3.32	3.33
26	3.36	3.36	3.35	3.34	3.35
27	3.38	3.37	3.37	3.36	3.36
28	3.40	3.39	3.39	3.38	3.38
29	3.42	3.41	3.41	3.40	3.40
30	3.44	3.44	3.43	3.42	3.42
31	3.46	3.46	3.45	3.44	3.44
32	3.49	3.48	3.47	3.46	3.47
33	3.51	3.51	3.50	3.49	3.49
34	3.54	3.53	3.52	3.51	3.52
35	3.56	3.56	3.55	3.54	3.54
36	3.59	3.59	3.58	3.56	3.57
37	3.62	3.62	3.60	3.59	3.60
38	3.66	3.65	3.63	3.62	3.63
39	3.69	3.69	3.67	3.65	3.66
40	3.73	3.72	3.70	3.68	3.69
41	3.76	3.76	3.73	3.71	3.72
42	3.80	3.79	3.77	3.75	3.76
43	3.84	3.84	3.80	3.78	3.79
44	3.89	3.88	3.84	3.82	3.83
45	3.93	3.92	3.88	3.86	3.87
46	3.98	3.97	3.92	3.90	3.91
47	4.03	4.02	3.97	3.94	3.96
48	4.08	4.07	4.01	3.99	4.00
49	4.14	4.12	4.06	4.03	4.05
50	4.20	4.18	4.11	4.08	4.10
51	4.26	4.23	4.16	4.13	4.15
52	4.32	4.30	4.21	4.19	4.21
53	4.39	4.36	4.26	4.24	4.27
54	4.46	4.43	4.32	4.30	4.33
55	4.54	4.50	4.37	4.36	4.39
56	4.62	4.58	4.43	4.43	4.46
57	4.70	4.65	4.49	4.49	4.53
58	4.79	4.74	4.56	4.57	4.60
59	4.89	4.83	4.62	4.64	4.68
60	4.99	4.92	4.68	4.72	4.76
61	5.10	5.02	4.75	4.80	4.85
62	5.22	5.12	4.82	4.89	4.94
63	5.34	5.23	4.88	4.98	5.03
64	5.47	5.35	4.95	5.07	5.13
65	5.61	5.47	5.02	5.17	5.24
66	5.76	5.60	5.08	5.28	5.35
67	5.92	5.73	5.15	5.39	5.47
68	6.10	5.87	5.21	5.51	5.59
69	6.28	6.02	5.27	5.63	5.72

Age		10	20		
of	No	Years	Years	Cash	Instalment
Payee	Refund	Certain	Certain	Refund	Refund
70 71 72 73 74	\$6.48 6.70 6.92 7.17 7.43	\$6.17 6.33 6.49 6.66 6.84	\$5.33 5.38 5.43 5.48 5.52	\$5.76 5.89 6.04 6.19 6.34	\$5.86 6.00 6.16 6.32 6.49
75 76 77 78 79	7.71 8.02 8.34 8.69 9.07	7.02 7.20 7.38 7.56 7.75	5.56 5.63 5.66 5.68	6.52 6.69 6.87 7.07 7.27	6.67 6.86 7.06 7.27 7.50
80 81 82 83 84	9.47 9.90 10.36 10.86 11.39	7.93 8.11 8.28 8.45 8.62	5.70 5.71 5.73 5.73 5.74	7.49 7.73 7.96 8.21 8.50	7.74 7.99 8.25 8.53 8.83
**85	11.96	8.77	5.75	8.78	9.14

* and under **and over

Sixth Option: Life Income for Two Lives							
Age of One	Age of (Other Pay	/ee				
Payee	55	60	65	70	75		
	Joir	nt and	Survivor				
55	\$4.04	\$4.17	\$4.28	\$4.37	\$4.43		
60	4.17	4.36	4.53	4.68	4.79		
65	4.28	4.53	4.79	5.02	5.22		
70	4.37	4.68	5.02	5.38	5.71		
75	4.43	4.79	5.22	5.71	6.22		
80	4.47	4.87	5.37	5.98	6.68		
Join	t and Su	rvivor,	10 Years	Certain			
55	\$3.96	\$4.09	\$4.20	\$4.36	\$4.42		
60	4.09	4.27	4.44	4.59	4.77		
65	4.20	4.44	4.69	4.91	5.09		
70	4.36	4.59	4.91	5.22	5.50		
75	4.42	4.77	5.09	5.50	5.88		
80	4.46	4.85	5.33	5.72	6.21		
	Joint a	nd 2/3	to Surviv	or			
55	\$4.37	\$4.56	\$4.76	\$4.99	\$5.23		
60	4.56	4.78	5.02	5.30	5.59		
65	4.76	5.02	5.33	5.67	6.03		
70	4.99	5.30	5.67	6.10	6.57		
75	5.23	5.59	6.03	6.57	7.18		
80	5.48	5.89	6.41	7.06	7.84		

Payments for other ages will be quoted by the Company on request.

The rates shown above are based on an interest rate of 3 1/2% per year; and on mortality: using a 60/40 male/female weighting; based on the Individual Annuitant Mortality Table for 1983; and with projection on Scale G to the year 2000 and then on Scale B Modified to year 2010.

Modification of the Policy Loan Section
As of the Date of Issue of this Policy, the following provision is substituted for the Loan Value provision in the Policy Loan section of the Policy:

Loan Value

The Loan Value of the Policy equals the Cash Value of the Policy on the date the Loan is made.

New England Life Insurance Company 501 Boylston Street, Boston, Massachusetts

President

Modification of the Contract Section

As of the Date of Issue of this Policy, the following is substituted for the Not Contestable After Two Years provision of the Policy.

Not Contestable After Two Years

Insurance is issued by the Company in reliance on the statements made in the Application for the insurance. Those statements are representations; they are not warranties. No statement can be used to contest or rescind insurance or to defend against a claim unless contained in the Application for the insurance. The insurance issued under this Policy will not be contestable after it has been in force during the life of the Insured:

- With respect to the amount of Death Benefit which results from other than payments for which proof of insurability is required, for two years from the Date of Issue; and
- With respect to any amount of Death Benefit which results from a payment for which proof of insurability is required, for two years from the date that payment is received; and
- With respect to the amount of the Death Benefit associated with each increase in Face Amount, for two years from the Adjustment Date for that increase; and
- With respect to the amount of the increase in Death Benefit associated with a change in Corridor for which proof of insurability is required, for two years from the Adjustment Date for that change; and
- With respect to the amount of the increase in Death Benefit associated with a change in Death Benefit Option for which proof of insurability is required, for two years from the Adjustment Date for that change.

Modification of the Death Benefit Section As of the Date of Issue of this Policy, the following is substituted for the Death Benefi section of the Policy:

Death Benefit

Death Benefit

The Company will pay a Death Benefit to the Beneficiary upon receipt of proof of the deatl of the insured. The amount of the Deatl Benefit will depend on the Death Benefi Option in effect on the date of death if deatl occurs prior to age 100. If death occurs on o after age 100, the Death Benefit will equal the greater of: the Cash Value on the date of death; and the Face Amount of the Policy if, a age 100, the Policy has a Guaranteed Deatl Benefit Rider attached and the Guarantee is in effect. The amount payable in either event wi be reduced by any Policy Loan Balance on the date of death. If the insured dies during the grace period, an amount will be deducted fror policy proceeds to cover Monthl Deductions to the date of death. The polic proceeds will be paid in one sum unless all c part of the proceeds is applied to a Paymer Option. (See Payment of Benefits Section.)

Definition of Life Insurance Test

This Policy is intended to qualify as a flexibl premium adjustable life insurance contrac under the Internal Revenue Code ("the Code" and any interpretive regulation or rulings be the Internal Revenue Service. The Cod provides two tests to determine whether the policy meets the definition of life insurance the Cash Value Accumulation Test; and the Guideline Premium Test. The Test used for the life of this Policy will be the one chosen in the original Application and shown in Section that Test cannot be changed.

Cash Value Accumulation Test

If you choose the Cash Value Accumulation Test, you must choose one of two Net Single Premium Corridors (the Net Single Premium Corridor or the Enhanced Net Single Premium Corridor) in the original Application. The Corridor chosen for the Policy is shown in Section 1.

If you choose the Net Single Premium Corridor, the Death Benefit will not be less than: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death; divided by the Net Single Premium shown in Section 3.

If you choose the Enhanced Net Single Premium Corridor, the Death Benefit will not be less than: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death; divided by: the Net Single Premium shown in Section 3 times the Enhanced Net Single Premium Factor shown in Table I below.

Guideline Premium Test

If you choose the Guideline Premium Test, you must choose one of two Death Benefit Corridors (the IRS Corridor or the Enhanced IRS Corridor) in the original Application. The Corridor chosen for the Policy is shown in Section 1.

If you choose the IRS Corridor, the Death Benefit will not be less than a percentage of: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death. The percent used will be based on the age of the Insured at the beginning of the policy year as shown in Table II below.

If you choose the Enhanced IRS Corridor, the Death Benefit will not be less than a percentage of: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death. The percent used will be based on the age of the Insured at the beginning of the policy year as shown in Table III below.

Changing the Corridor

Although the Definition of Life Insurance Test for the Policy cannot be changed, you can change your choice of the Corridor within each Test. A change in Corridor will be effective on the Adjustment Date shown in the new Policy Schedule. A change from a regular Corridor (Net Single Premium or IRS) to an Enhanced Corridor will require evidence that the Insured is still eligible for the Policy Class shown in Section 1. Otherwise, no underwriting will be required. A change in Corridor will change the Death Benefit; but no other policy values or benefits (including the Face Amount) will change.

Table I: Enhanced Net Single Premium Factors

Age	Applicable Percent	Age	Applicable Percent
0 through 75	1.00	83	0.93
76	0.98	84	0.94
77	0.96	85	0.95
78	0.94	86	0.96
79	0.92	87	0.97
80	0.90	88	0.98
81	0.91	89	0.99
82	0.92	90 through 100	1.00

Table II : Applicable Percentages for IRS Corridor

Age	Applicable Percent	Age	Applicable Percent
0 through 40	250	61	128
41	243	62	126
42	236	63	124
43	229	64	122
44	222	65	120
45	215		
46	209	66	119
47	203	67	118
48	197	68	117
49	191	69	116
50	185	70	115
51	178	71	113
52	171	72	111
53	164	73	109
54	157	74	107
55	150	75 through 90	105
56	146	91	104
57	142	92	103
58	138	93	102
59	134	94 through 99	101
60	130	100	100

Table III : Applicable Percentages for Enhanced IRS Corridor

Age	Applicable Percent	Age	Applicable Percent
0 through 40	250	**************************************	1 61 6111
41	243	71	113
42	236	72	111
43	229	73	109
44	222	74	107
45	215	75	105
46	209	76	107
47	203	77	109
48	197	78	112
49	191	79	114
50	185	80	117
51	178	81	115
52	171	82	114
53	164	83	113
54	157	84	112
55	150	85	111
56	146	86	109
57	142	87	108
58	138	88	107
59	134	89	106
60	130	90	105
61	128	91	104
62	126	92	103
63	124	93	102
64	122	94 through 99	101
65	120	100	100
66	119		
67	118		
68	117		
69	116		
_70	115		

Death Benefit Options

This Policy provides for three Death Benefit Options. The Death Benefit Option will be as chosen in the Application or as later changed. The Death Benefit Option is shown in Section 1.

If Option 1 is chosen, the Death Benefit equals the greater of:

- The Face Amount shown in Section 1; and
- The death benefit required by the Definition of Life Insurance Test and Corridor chosen for the Policy.

If Option 2 is chosen, the Death Benefit equals the greater of:

- The Face Amount shown in Section 1 plus the Cash Value; and
- The death benefit required by the Definition of Life Insurance Test and Corridor chosen for the Policy.

If Option 3 is chosen, the Death Benefit equals the greater of:

- The Face Amount shown in Section 1 plus the total premiums paid for the Policy less all partial surrenders; and
- The death benefit required by the Definition of Life Insurance Test and Corridor chosen for the Policy.

When you apply for an Adjustable Term Rider, you can choose to have the Term Amount of the Rider added to the Face Amount of the Policy for purposes of calculating the Death Benefit. Your choice cannot be changed.

Changing the Death Benefit Option

After the first policy year you can change the Death Benefit Option by written application to the Company. A change in Death Benefit Option will be effective on the Adjustment Date shown in the new Policy Schedule.

From Option 1

Except with the consent of the Company, a change from Option 1 to Option 2 can be made only if the Face Amount after the change will be at least \$50,000. If you change from Option 1 to Option 2:

- The Face Amount will be decreased such that the Death Benefit immediately before and after the change is the same; and
- A decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis.

A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy. If you chose the Guideline Premium Test for the Policy, a portion of the Cash Value will be paid to you if necessary to allow the Policy to continue to qualify as life insurance.

A change from Option 1 to Option 3 will require evidence that the Insured is still eligible for the Policy Class shown in Section 1. The Death Benefit will change. No other policy values or benefits (including the Face Amount) will change.

From Option 2

If you change from Option 2 to Option 1:

- The Face Amount will be increased such that the Death Benefit immediately before and after the change is the same; and
- This increase in Face Amount will be applied to the initial Face Amount and to each prior increase in Face Amount on a pro rata basis.

If you change from Option 2 to Option 3:

- Will require evidence that the Insured is still eligible for the Policy Class shown in Section 1
- The Face Amount will be increased such that the Death Benefit immediately before and after the change is the same; and
- This increase in Face Amount will be applied to the initial Face Amount and to each prior increase in Face Amount on a pro rata basis.

The requirements in the Increase in Face Amount provision of the Adjustment Section do not apply to increases in Face Amount as a result of a change from Option 2. From Option 3

A change from Option 3 to Option 1 will change the Death Benefit. No other policy values or benefits (including the Face Amount) will change.

Except with the consent of the Company, a change from Option 3 to Option 2 can be made only if the Face Amount after the change will be at least \$50,000. If you change from Option 3 to Option 2:

- The Face Amount will be decreased such that the Death Benefit immediately before and after the change is the same; and
- A decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis.

A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy. If you chose the Guideline Premium Test for the Policy, a portion of the Cash Value will be paid to you if necessary to allow the Policy to continue to qualify as life insurance.

New England Life Insurance Company 501 Boylston Street, Boston, Massachusetts

President

Modification of the Premiums Section

As of the Date of Issue of this Policy, the following provision is added to the Premiums section in the Policy:

Premium Expense Charge Adjustment at Surrender

If the Policy is surrendered within two years from the Policy Date and the surrender is not related to a 1035 exchange, the following amount will be added to the surrender proceeds:

 The total Premium Expense Charges deducted from premium payments and net unscheduled payments made in the first policy year;

LESS

 2% of the total of all premium payments and net unscheduled payments made in the first year. Modification of the Adjustment Section

As of the Date of Issue of this Policy, the following provision is substituted for the Increase in Face Amount provision in the Adjustment section of the Policy:

Increase in Face Amount

After the first policy year, the Face Amount can be increased effective on the first day of any policy month. An increase in Face Amount is subject to:

- Written application to increase the Face Amount;
- Proof that the insured is insurable:
- The increase being available on the same underwriting basis as this Policy;
- New insurance for the amount of the increase on the same plan at the age of the Insured on the Adjustment Date being allowed under the underwriting rules of the Company:
- The amount of the increase being at least \$10,000, except with the consent of the Company;
- A Monthly Deduction for the increase. (See Monthly Deduction Section); and
- If the increase is medically underwritten, a monthly Face Amount Increase Administrative Charge not greater than the Maximum stated in Section 1, to be deducted from the Cash Value in the same manner as the Monthly Deduction (see Monthly Deduction Section).

The amount of any rider which is attached to the Policy can be increased only as stated in the rider.

The Application to increase the Face Amount must be signed by the Insured and by you. An increase will be effective on the Adjustment Date shown in the new Policy Schedule.

New England Life Insurance Company 501 Boylston Street, Boston, Massachusetts

President

Endorsement Date: Date of Issue

Modification of the Monthly Deduction Section

As of the Date of Issue of this Policy, the following substitution is made in the Monthly Minimum Premium provision:

"The Monthly Minimum Premium is shown in the Policy Schedule. (See Section 1.) This Premium will be recalculated when: the Face Amount is increased or decreased as a result of an application to increase or decrease the Face Amount; the amount provided by riders attached to this Policy is changed; a partial surrender is made which results in a decrease in Face Amount; or the underwriting class of this Policy and its riders is changed to a more favorable underwriting class."

is substituted for:

"The Monthly Minimum Premium is shown in the Policy Schedule. (See Section 1.) This Premium will be recalculated when: the Face Amount is decreased; the amount provided by riders attached to this Policy is changed; a partial surrender is made which results in a decrease in Face Amount; or the underwriting class of this Policy and its riders is changed to a more favorable underwriting class."

New England Life Insurance Company 501 Boylston Street, Boston, Massachusetts

President

As of the Date of Issue of this Policy, the Suicide Within Two Years provision for this Policy and any riders is modified such that the Company will determine the proceeds using the greater of: the reserve of the insurance which is subject to the provision; and the amounts used to purchase the insurance which is subject to the provision.

New England Life Insurance Company Home Office:

501 Boylston Street, Boston, Massachusetts

President

As of the Date of Issue, each Policy or Rider provision that contains any differences based on sex is modified to provide for males and females the same:

- Rates:
- Benefits; or
- Values.

New England Life Insurance Company Home Office:

501 Boylston Street, Boston, Massachusetts

Application for Individual and Multi-Life Life Insurance

Metropolitan Life Insurance Company One Madison Avenue New York, NY 10010-3690

New England Life Insurance Company 501 Boylston Street Boston, MA 02116-3700

MetLife Investors USA Insurance Company 222 Delaware Ave, Suite 900 P.O. Box 25130 Wilmington, DE 19899 General American Life Insurance Company 700 Market Street St. Louis, MO 63101

MetLife Investors Insurance Company 700 Market Street St. Louis, MO 63101

BELOW ARE INSURANCE FRAUD WARNING STATEMENTS THAT APPLY TO RESIDENTS OF SPECIFIC STATES. PLEASE READ IF THE STATE IN WHICH THE OWNER RESIDES IS LISTED.

Arkansas, Kentucky, Louisiana, New Mexico, Ohio, Oklahoma, Pennsylvania

Any person who knowingly and with intent to defraud any insurance company or any other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act which is a crime and subjects such person to criminal and civil penalties.

Colorado

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of life insurance and civil damages. It is also unlawful for any insurance company or agent of an insurance company to knowingly provide false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with respect to a settlement or award from insurance proceeds. Such acts shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies to the extent required by applicable law.

Washington D.C., Maine, Tennessee, Virginia

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.

<u>Florida</u>

Any person who knowingly and with the intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misteading information is guilty of a felony of the third degree.

New Jersey

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

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SER DEC20/04 8#10/29



2211548 What is the purpose of this insurance? (Check all that apply.) ☐ Income Protection ☐ Estate Planning ☐ Business Planning ☐ Mortgage Protection Retirement Supplement ☐ Final Expenses ☐ Education Funding ☐ Charitable Giving Other Eyervane Bown Rom Provide the following Information for all Primary/Contingent Owners and Beneficiaries: name; relationship to Proposed Insured(s); date of birth; social security/tax ID number; and address. Include E-Mail address. If Trust, provide Trustee Name and Date of Trust. Indicate additional: Owners; Contingent Owners; Primary Beneficiaries; and Contingent 9. Owner/Contingent Owner Information a) Identity of Owner: Proposed Insured #1 🗹 #2 🗆 b) Identity of Contingent Owner (if applicable): 10. Beneficiary Information Note: Multiple beneficiaries will receive equal proceeds unless otherwise requested by Owner. a) Identity of Primary Beneficiary:

Owner b) Identity of Contingent Beneficiary: □ Check here if all present and future natural or adopted children of Proposed Insured #1 are to be included as Contingent Beneficiaries. 11. Billing/Mailing Address:* ☐ Proposed Insured #1 Residence Address:* ☐ Proposed Insured #2 Residence Address Owner's Address (If not Owner listed in question 9a, indicate name Primary Beneficiary's Address (If not Beneficiary listed in question And address below.) 10a, indicate name and address below.) Other Premium Payer (Indicate name and address below.) (If Other, indicate relationship to Proposed Insured(s).) 141 A Silvariance Dr. Reporter Remy DE, 19971 Round Moone 4, J.A. Hoone Hom



*If any other special mailing arrangements are needed, indicate in Supplemental Information section.



20 Propos	ه فیستنموا ام	e in the second				, .		
·		1 Height: <u>6 4 "</u> Weight: <u>2.3</u>	Proposed Insured #		eight:			
21. Has any	person pro	posed for insurance EVER received treatme h facility for, or been told by any physician	nt attention or advise &		***************************************			
Practitio	iner or healt	h facility for, or been told by any physician, Yes answer below.)	practitioner or health fac	om any pnysician, cility that he/she had:				
a) High	hinnd nree	sure: check pains bear as		only that horant had,				
syst	a) High blood pressure; chest pain; heart attack; or any other disease or disorder of the heart or circulatory							
resp	b) Asthma; bronchitis; emphysema; sleep apnea; shortness of breath; or any other disease or disorder of the Yes							
c) Seizi diso	c) Seizures; stroke; paralysis; Alzheimer's disease; multiple sclerosis; Parkinson's; or any other disease or Yes re-							
(a) Uice intes	d) Ulcers; colitis; hepatitis; cirrhosis; or any other disease or disorder of the liver, gollblodder of the liver.							
e) Any	disease or d	isorder of: the kidney: bladder or prosters.						
				e urine?	☐ Yes	19No		
9 / /	ins, your, or	UISOIDER Of the muscles honor or initian			☐ Yes	□ No		
ii) Valit	er, turrior; p	Olyp: cyst: anemia: leukemia: or any other a	Hammelon of M	remain alamatan	☐ Yes			
i) Depri	ession; stres	s; anxiety; or any other psychological or en	notional disorder or sym	yniph giands? .ntome?	☐ Yes			
			***************************************	hrome .	☐ Yes	⊡ 100		
22. Has any p	person prop	osed for insurance: (Provide details for each Yes	answer below.)			***************************************		
3 107 6110	. March DEV EISE	viilio. Idatii xiiv medication or boom	ω-1ου. εέ .	?	☐ Yes	□ No		
,		vvivi a vialla. Hiellical care, or curonny for th	han and a sure of the same		res			
	A wish bornt it	An Acquy Hall SUA, Cuberite, profite profit-	and the same of th	evealed above?	☐ Yes	₩.		
Acqui	red Immune	Deficiency Syndrome (AIDC) AIDS	for, or tested positive for	any of the following:	☐ Yes	Z-100		
lmmu	nodeficiency	Virus (HIV)) virus or antihodica to the Au	Continex (AMC); AIDS	(Human		L 1 - V		
e) Everu	ised heroin,	cocaine, barbiturates, or other drugs, excep	os (miv) virus? Of as proceeded by a sta					
practr	lioner?	,	was brescrined by a bili	/sician or other licensed	☐ Yes	□ No		
nave i	you ever rec	eived treatment from a physician or counse nedicinal purposes; or received treatment o	lor regarding the use of	alcohol or the use of	☐ Yes	E-100		
who h	ave an alcoh	envelorement from a physician or counse nedicinal purposes; or received treatment or not or drug problem?	r advice from an organiz	ation that assists those	□ 165	R-TINO		
23. Answer O	ueslina 23 d	Ank when an artist it is						
(Provide det	ails for each Y	<u>only</u> when requesting the Long-Term Care es answer below.)	Guaranteed Purchase O	ption.	***····	<u></u>		
a) Do you	u currently u	ISB any mechanical navisment :	•					
b) Do you	I need any a	SSISTANCE: OF SUPERVISION with the following	; wheelchair; leg braces;	or crutches?	☐ Yes	□ No		
in/out	of a chair or	ssistance; or supervision with the following bed; tolleting; continence; or taking medical	l activities bathing; dress	ing; walking; moving	☐ Yes	□No		
			Market Control of the					
Proposed	Question	of each Yes answer from Questions 21, 22	2, and 23. Attach addition	onal sheet(s), if necess	ary.			
Insured	Number	Name/Address of Physician	Date/Duration					
	214	Dr. Plavin	Iliness	Diagnosis/Severi	ity/Treatmen	t		
				Arithmea-on	أدأعوال			
		Leves DE		Diagnose 12-3,				
	214	Dr. WEAH		Performed AKIA				
······································		Peninsular Cardiology		12/02 of	10.			
		Salshy MD						
	22 A	Medication Dr. Eduard		Rx Zovorax	MED CT	1		
		ت اوده			<u>لوساه</u>			
· · · · · · · · · · · · · · · · · · ·	228	Physical Tcheduled w/ Dr.		- Lope DIO				
···	·	Jilaca 12/04			······································			
		the state of the s						



24. Has a parent or sibling of pressure, cancer, diabete	f any person to be ins	sured ever had heart o	lisease, coronary artery disease, high blood ☐ ☐ Yes ☐ No
Relationship to Proposed	2 or merical inne22 \ (T Yes, complete rest of qui	estion 24.)
Insured #1:	Age(s) if Living	Age(s) at Death	State of Health (Specific Conditions) or Cause of Death (Attach additional sheet(s), if necessary.)
Patter		65	Cancer
Mother		93	Natial Cours
SUHC	55		Good Health
Relationship to Proposed			State of Health (Specific Conditions) or Cause of Death
Insured #2:	Age(s) if Living	Age(s) at Death	(Attach additional sheet(s), if necessary.)
Supplemental Information Co			
Supplemental Information Se	ction or Special Req	uests from Agent/Pro	oducer. Attach additional sheet(s) if necessary.
	-		
			.1016
	-		
lome Office Endorsemente: //	Not applicable to: FL, KY	, MD, MA, MN, MO, OR	PA PR W(WI)
The Linds Charles (F			
Lindy seriality. (P			
Liagracinants. (P			
The state of the s			
Ziayisomanas, (r			
Zinay zoniana. (P			SBK BECZU CH GH3C



AGREEMENT/DISCLOSURE

I have read this application for life insurance including any amendments and supplements and to the best of my knowledge and belief, all statements are true and complete. I also agree that:

- My statements in this application and any amendment(s), paramedical/medical exam and supplement(s) are the basis of any policy
- My acceptance of any insurance policy means I agree to any changes shown in the Home Office Endorsements section, where state
- This application and any: amendment(s); paramedical/medical exam; and supplement(s) that become part of the application, will be attached to and become part of the new policy.
- Only the Company's President, Secretary or Vice-President may: (a) make or change any contract of insurance; (b) make a binding promise about insurance; or (c) change or waive any term of an application, receipt, or policy.
- No information will be deemed to have been given to the Company unless it is stated in this application and its supplement(s), paramedical/medical exam, and amendment(s).
- Except as stated in the Temporary Insurance Agreement and Receipt, no insurance will take effect until a policy is delivered to the Owner and the full first premium due is paid. It will only take effect at the time it is delivered if: (a) the condition of health of each person to be insured is the same as stated in the application; and (b) no person to be insured has received any medical advice or treatment from a medical practitioner since the date of the application.
- I understand that paying my insurance premiums more frequently than annually may result in a higher yearly out-of-pocket cost or
- If I intend to replace existing insurance or annuities, I have so indicated in question 4 of this application.
- I have received the Company's Consumer Privacy Notice and, as required, the Life Insurance Buyer's Guide.
- If I was required to sign an HIV Informed Consent Authorization, I have received a copy of that Authorization.

Substitute Form W-9 - Request	for Taxpayer Identification Numbe	· ·		
	Countil T. Mound (Owner's Name) Ive is my correct taxpayer identification withholding because: (a) I had be allure to report all interest or division.	cation number; and	Owner's Taxpayer ID #)) certify: ct to backup
3) I am a U.S. citizen or a U.S	. resident for tax purposes.*			ne ranger subject t
Please note: Cross out and initia income. The Internal Revenue Si to avoid backup withholding.	I item 2 if subject to backup with ervice does not require your cons U.S. resident for tax purposes, ple	our to suit hunsiziou di	unis document other than	est and dividend the certifications
Signatures:		20 00111p10t0 101111 BY 0	DLN.	
Owner* (age 15 or over)	Signed at City, State Assume the Beaut De	Mo./Day/Yr. 12\$16 04	Signa	proore
(If other than a Proposed Insured) Proposed Insured #1 (age 15 or over)	PLANSETY PENET DE	14/14/01	(Louald	Maore
Proposed Insured #2 (age 15 or over)		***************************************	X	
Parent or Guardian or person liable for child's support (Signature required if Owner or Proposed In	nsured(s) Is/are under the age of 18 and the	e Parent, Guardian or person	X	not signed above.)
Witness to Signatures (Licensed Agent/Producer)			X/	
*If the Owner is a Firm or Corpora	tion, include Officer's Title with si	ignature. (Officer signl	ng must be other than a P	roposed Insured.)



New England Life Insurance Company

Variable Life Supplement

This supplement will be attached to and become part of the application with which it is used.

A)	Client's General RISK TO	<u>LERANCE</u> for Invi	sting: (Cho	ose one.)			
		onservative to M		Mod	-	☐ Moderate	to Aggressive	☐ Aggressive
B)	Client's <u>INVESTMENT OB</u>	<u>IECTIVE</u> for the P	olicy's fund	options:	(Choose			99.
	☐ Capital Preservation	☐ Income	Growth	& Incon		☐ Growth	☐ Aggressive G	rowth
Acc	ount Allocation (Indicate in	whole percentag						
Plea	ise select accounts that are	appropriate for th	RISK TOLE	RANCE a	nd INVE	STMENT OR IE	CTIVE indicated ab	oue Campanana
U-0 E	rhhi ohiigie ini illole filgii f	are investment o	bjective. Fo	r more c	omplete	information at	onvemulcaleu au Jout a specific fur	ove. Some accounts may
exp	enses, please read the pros	pectus carefully.						io, meraamy dilaiyos and
Can.	liai Duanamenti		The total all		*			
	Ital Preservation: % Fixed Account			- 1	Growth (continued):		
	% State Street Research			-		% MetLife Stoc	k Index	
		an intolley market		-		% Met/Putnam		P. J. O
Inco				-		% Neuveryer b V Stata Straat	erman Partners M	IIO Cap value
	% Fidelity VIP High Inc	come				% State Street	Research Investm Research Large C	ent irust
	 % Lehman Brothers® / % Lord Abbett Bond D 	Aggregate Bond II	ndex	-		% State Street	Research Large G	an Volue
	% Lord About Bond D % PIMCO Total Return			-	(% T. Rowe Price	e Large Cap Grow	ah vaino th
	% Salomon Brothers S		nortunitina				e Mid-Cap Growth	
3	% Salomon Brothers U	S. Government	portuinues	1	<u> </u>	% Zenith Equity	1	
***************************************	% State Street Researc	h Bond Income			Innrecci	ve Growth:	·	
Cross	vth & Income:						nds Global Small	Canitalization
GIUY				-	0	6 Fidelity VIP (Overseas	oapitaneation
**************************************	% MFS Investors Trust	iculie		_		6 FI Internation		
	% MFS Total Return	~ 1 λ					pleton Small Cap	Growth
***************************************	% Neuberger Berman F	Real Estate		-	9	6 Harris Oakm	ark International	
	% State Street Researc		,	_	<u>_5</u> 9	6 Loomis Sayle	es Small Cap 🛭 🔑	
Grov							all Cap Growth	
	vui. १ % American Funds Gro	udh					h International	
	MAMerican Funds Gro						ley EAFE® Index	
	% Davis Venture Value	MAIL INCOMES		***		6 PIMCO PEA 6 Russell 2000		
11	% FI Mid Cap Opportun	ities				6 Scudder Glol		
	% FI Value Leaders			***	9	6 State Street I	zai cyuny Research Aggressi	ve Growth
	% Harris Oakmark Focu			*****	9	6 State Street I	Research Aurora	TO GLOWING
*****	% Harris Oakmark Larg						Small Cap Grow	th
	% Janus Aggressive Gr				ither:			
	% Met/AIM Mid Cap Co	re Equity		U		7		
	% MetLife Mid Cap Stor	ck Index						
				*****		,		·
**If t	he accounts selected do no	nt reflect the riek	nlerance sh	nua nian	en avalai	m, s		
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		***************************************		·				and the same of th



(Continued on next page)

Amendment to Applica	tion for Insurance	
	1	
Proposed Insured:-Ronald T. M	floore————;	_No.01Y203173
Date of Application: December	r 16, 2004	
agree to these changes which (the Company has noted in the "Addi	tions and Amendments" space of
5c. Face Amount: \$15d. Planned Premiur 5e. Definition of Lif 5f. Death Benefit Op 7. Source of Paymen 10. Beneficiary Infor	fumber: 221-28-9459 at work? Yes 10,000,000.00 m: \$771,862.96 fe Insurance: Cash Value Accumulation Test ption: Level	:1016
	Proposed Insured (Parent, if Propo	sed Incured under a 15)
	ү ү-	sea mourea under age [5]
te:		
	Applicant, if other than Proposed I	nsured
w England Life Insurance Comp Boylston Street, Boston, Massac	pany husetts	

President

Secretary

1%%1%%2%%18%%4%%10144%%7%%1%%14%%V

Please notify the Company of any change in your name or address. The Company will communicate with you at your address on record with the Company.

New England Life Insurance Company Home Office: 501 Boylston Street Boston, Massachusetts 02117

Administrative Office: 501 Boylston Street Boston, Massachusetts 02117

Flexible Premium Adjustable Variable Life Policy

- The Death Proceeds are payable at the death of the Insured if the Policy is in force.
- The Policy can be adjusted by increasing or decreasing the Face Amount.
- The amount and frequency of premium payments can be changed.
- The Policy does not share in dividends.

Copying Prohibited

EXHIBIT C

Cobino

New England Financial®

A MetLife Company

501 BOYLSTON ST BOSTON, MA 02116 New England Life Insurance Company

Variable Life Policy

Insured: DANAE K BANNING

Policy Number: Y151280

Plan: Flexible Premium

Adjustable Variable Life

New England Life Insurance Company Agrees to pay the Death Benefit of this Policy to the Beneficiary on receipt of proof that the death of the insured occurred before the Maturity Date: or to pay the Net Cash Value of the Policy to the Owner if the Insured is living on the Maturity Date; and to provide the other rights and benefits of the Policy.

These agreements are subject to all of the provisions of the Policy.

Signed on the Date of Issue for the Company at its Home Office 501 Boylston Street Boston, MA 02117

President



Flexible Premium Adjustable Variable Life Policy

- The Death Proceeds are payable at the death of the Insured, if the Insured dies before the Maturity Date and the Policy Is in force.
- The Net Cash Value, if any, is payable on the Maturity Date, if the Insured is still living and the Policy is in force.
- The Policy can be adjusted by increasing or decreasing the Face Amount.
- The amount and frequency of premium payments can be changed.
- dividends.

THE DEATH BENEFIT ON THE POLICY DATE WILL BE EQUAL TO THE FACE AMOUNT SHOWN IN SECTION 1. THEREAFTER, THE DEATH BENEFIT CAN VARY FROM DAY TO DAY. IT CAN INCREASE OR DECREASE, DEPENDING ON SEPARATE INVESTMENT ACCOUNT PERFORMANCE AND ON FIXED ACCOUNT INTEREST; BUT IT WILL NOT **BE LESS THAN THE FACE** AMOUNT. SEE SECTION 10.

THE CASH VALUE OF THIS POLICY CAN VARY FROM DAY TO DAY, IT CAN INCREASE OR DECREASE, DEPENDING ON SEPARATE INVESTMENT

ACCOUNT PERFORMANCE AND ON FIXED ACCOUNT INTEREST. **SEE SECTION 14.** THE POLICY LOAN VALUE IS **LESS THAN 100% OF THE** POLICY S NET CASH VALUE. Please Read Your **Policy** Carefully

This Policy is a legal Contract between you and the Company.

RIGHT TO RETURN THE POLICY When this Policy is issued or when you receive an increase in Facé Amount, you should examine it. You can return the Policy or the increase in Face Amount (See Section 16) to the Company or its Agent for The Policy does not share in any reason within the latest of: (a) 10 days after you receive it from the Company; (b) 45 days after Part I of the Application for that coverage is signed; and (c) 10 days after the Company mails the separate Notice of Withdrawal Right for that coverage. If you return an increase in Face Amount: any Monthly Deduction and any Administrative Charge for the increase in Face Amount will then be credited to the Policy; and the increase in Face Amount will be cancelled from the start. Otherwise, if you return the Policy: an amount equal to any premium paid plus any unscheduled payment made will be refunded to you; and the Policy will be cancelled from the start.

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New England Life **Insurance Company**

Policy Schedule

Owner and Beneficiary: As named in the Application or as later changed. See the Owner and Beneficiary Section of the Policy.

Insured: DANAE K BANNING

Sex: Female

Age: 33

Policy Number: Y151280

Policy Date: January 19, 2006

Policy Loan Interest Rate: 5.5%

Maturity Date:

January 19, 2073 *

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 1 WILL BE CHANGED.

SEE SECTION 16.

Schedule of Benefits

Flexible Premium Adjustable Variable Life

Death Benefit Option:

Face Amount \$5,000,000 Date of Issue January 19, 2006 Policy Class

Nonsmoker Preferred

Maximum Monthly Policy Fee:

First Year

\$15.00

The reafter

\$7.00

Maximum Face Amount Increase Administrative Charge: .0025 times Face Amount Increase

Maximum Monthly Administrative Charge:

First Year

\$400.00

The reafter

\$40,00

Schedule of Premiums

Planned Annual Premium **

Years 1 thru 4

\$52,393,23

Monthly Minimum Premium:

\$1,359.49

Maximum Premium Expense Charge:

6.50%

- * This coverage may expire prior to the Maturity Date if premiums paid are insufficient to continue the coverage to that date. There may be little or no Cash Value on that date.
- If the Planned Annual Premium is paid on the first day of each policy year, and the Actual Investment Return is 4% and the guaranteed maximum charges apply in all years, this Policy will terminate in policy year 18 unless additional premium is paid or unless a Minimum Guaranteed Death Benefit is in effect.



2. Table of Guaranteed Maximum Cost of Insurance Rates per \$1,000 Based on the 1980 CSO Nonsmoker Table B

Policy Number

Y151280

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 2 WILL BE CHANGED. SEE SECTION 16.

Policy	Monthly	Policy	Monthly	Policy	Monthly
Year	Rate	Year	Rate	Year	Rate
	~ * * *				
				1	_ \ \ \
1	\$.1250	24	\$.6842	47	\$ 6.5767
2 3	.1317	25	.7500	48	7.2000
	. 1367	26	. 8200	49	7.8975
4	. 1442	27	. 8958	50	8.6883
5 6 7	. 1525	28	.9833	51	9.5850
6	.1633	29	1.0800	52	10.5667
	. 1750	30	1.1917	53	11.6208
8	.1875	31	1.3217	54	12.7175
9	. 2025	32	1.4683	5 5	13.8650
10	.2167	33	1.6292	56	15.0375
11	.2342	34	1.8033	57	16.2525
12	. 2508	35	1.9892	58	17.5242
13	.2717	36	2.1867	59	18.8758
14	. 2925	37	2.4017	60	20.3442
15	.3150	38	2.6450	61	22.0033
16	.3408	39	2.9592	62	24.1133
17	.3675	40	3.2408	63	27.0742
18	.3967	41	3.6142	64	31.7475
19	. 4317	42	4.0325	65	39.8075
20	. 4708	43	4.4867	66	54.7817
21	.5158	44	4.9708	67	83,3333
22	.5675	45	5.4808		
23	.6233	46	6.0108		



3. Surrender Charge

Policy Number	Face Amount	Date of Issue
0Y151280	\$5,000,000	January 19, 2006

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 3 WILL BE CHANGED. SEE SECTION 16.

The Surrender Charge Period of the initial Face Amount is 11 years.

The Maximum Deferred Sales Charges for the first 5 years are shown below. The Maximum Deferred Sales Charges for the last policy month of each of the remaining years of the Period are shown below; the Maximum Charges for other months will reflect the number of completed months of the Period in the year of surrender, lapse or decrease in Face Amount.

The Deferred Administrative Charge is level throughout the first year of the Period and is shown below. The Charge for the last policy month of each of the remaining years of the Period is shown below; the charge for other months will reflect the number of completed months of the Period in the year of surrender, lapse or decrease in Face Amount.

Year of	Maximum	Deferred
Surrender	Deferred	Administrative
Charge Period	Sales Charge	Charge
1	\$15,427.50	\$12,500.00
2	20,196.00	11,250.00
3	20,196.00	10,000.00
4	20,196.00	8,750.00
5	20,196.00	7,500.00
6	16,830.00	6,250.00
7	13,464.00	5,000.00
8	10,098.00	3,750.00
9	6,732.00	2,500.00
10	3,366.00	1,250.00
11	0.00	0.00



4. Not Applicable





5. Not Applicable





6. Accounts Available on the Date of Issue

Policy Number Y151280

Variable

Zenith Equity Portfolio BlackRock Bond Income Portfolio BlackRock Money Market Portfolio MetLife Stock Index Portfolio MFS Total Return Portfolio Harris Oakmark Focused Value Portfolio FI Value Leaders Portfolio Fidelity VIP Equity-Income Portfolio Fidelity VIP Overseas Portfolio Loomis Sayles Small Cap Portfolio Salomon Brothers U.S. Government Portfolio BlackRock Legacy Large Cap Growth Portfolio FI International Stock Portfolio Davis Venture Value Portfolio Salomon Brothers Strategic Bond Opportunities Port FI Mid Cap Opportunities Portfolio Russell 2000 Index Portfolio BlackRock Investment Trust Portfolio BlackRock Diversified Portfolio BlackRock Aggressive Growth Portfolio Oppenheimer Global Equity Portfolio T. Rowe Price Small Cap Growth Portfolio Harris Oakmark Large Cap Value Portfolio Neuberger Berman Mid Cap Value Portfolio T. Rowe Price Large Cap Growth Portfolio Lehman Brothers Aggregate Bond Index Portfolio Morgan Stanley EAFE Index Portfolio BlackRock Strategic Value Portfolio MetLife Mid Cap Stock Index Portfolio RCM Global Technology Portfolio PIMCO Total Return Portfolio BlackRock Large Cap Value Portfolio Harris Oakmark International Portfolio Met/AIM Mid Cap Core Equity Portfolio Met/AIM Small Cap Growth Portfolio Neuberger Berman Real Estate Portfolio MFS Research International Portfolio Lord Abbett Bond Debenture Portfolio Jennison Growth Portfolio Oppenheimer Capital Appreciation Portfolio CONTINUED ON SECOND PAGE



6. Accounts Available on the Date of Issue

Policy Number Y151280

Variable

MetLife Conservative Allocation Portfolio
MetLife Conservative to Moderate Allocation Port
MetLife Moderate Allocation Portfolio
MetLife Moderate to Aggressive Allocation Port
MetLife Aggressive Allocation Portfolio
MFS Investors Trust Portfolio
American Funds Growth Fund
American Funds Growth-Income Fund
American Funds Global Small Capitalization Fund
Janus Aggressive Growth Portfolio
Franklin Templeton Small Cap Growth Portfolio
T. Rowe Price Mid-Cap Growth Portfolio

Fixed



7. Contract

The Contract

This Policy is a legal contract between the Owner of the Policy (called "you") and New Company, England Life Insurance Massachusetts corporation, (called Company"). The Policy, which includes the attached Application and any Application for adjustment of the Policy, is the entire contract between you and the Company. All riders are listed in Section 1. A change in or waiver of the provisions of the Policy must be signed by the President or the Secretary of the Company to be valid.

Payments Under the Contract

All contract amounts are in dollars of the United States of America. Payments by the Company under the contract will be made at the Home Office of the Company. The obligations of the Company are subject to all payments made and actions taken by the Company under the Policy before receipt by the Company at its Home Office of proof of death of the Insured.

Dates

Policy years, months and anniversaries are all measured from the Policy Date. Contestable and suicide periods start on the Date of Issue and on the Adjustment Date for each increase in Face Amount. The Policy Date, the Date of Issue and each Adjustment Date are all shown in Section 1.

Not Contestable After Two Years

Insurance is issued by the Company in reliance on the statements made in the Application for the insurance. Those statements are representations; they are not warranties. No statement can be used to contest or rescind insurance or to defend against a claim unless contained in the Application for the insurance. The insurance issued under this Policy will not be contestable after it has been in force during the life of the Insured:

- With respect to the amount of Death Benefit which results from other than payments for which proof of insurability is required, for two years from the Date of Issue; and
- With respect to any amount of Death Benefit which results from a payment for which proof of insurability is required, for two years from the date that payment is received; and
- With respect to the amount of the Death Benefit associated with each increase in Face Amount, for two years from the Adjustment Date for that increase.

Suicide Within Two Years

If the Insured dies by suicide while sane or insane within two years from the Date of Issue, the Death Benefit will be limited to: the amount of the premiums paid; less any Policy Loan Balance on the date of death; and less any partial surrenders.

If the Insured dies by suicide while sane or insane more than two years after the Date of Issue but within two years from the Adjustment Date for an increase in Face Amount, the Death Benefit for that increase in Face Amount will be limited to the Monthly Deductions and any Face Amount Increase Administrative Charge made to pay for that increase.

Age of Insured

The age of the Insured on the Policy Date and on each policy anniversary means the age at the nearest birthday of the Insured. For an increase in Face Amount during a policy year, age means age at the start of that policy year.

If the age or sex of the Insured has not been correctly stated in the Application, the Death Benefit will be the amount that the most recent Monthly Deduction which was made would have provided for the correct age and sex.

Claims of Creditors

The Policy and payments under it are exempt from the claims of creditors to the extent allowed by law.

Basis of Values

CSO" means Commissioners Standard Ordinary; it is used to describe mortality tables. Minimum Cash Values. Reserves and Guaranteed Insurance Factors are based on the mortality table shown in Section 2. Interest is compounded daily at the effective rate of 4% per year. A detailed statement of the method of computing values has been filed, where required, with the Insurance Department of the state in which the Policy is delivered. All values are equal to or in excess of the minimum values required by the law of that state.

Periodic Reports

The Company will send you all reports required by law and regulation. Such reports will be sent once each year or more often if required by law or regulation. The annual report will include, as of the date for which the report is made: the Death Benefit; the Cash Value; any Policy Loan Balance; and any other information required by law or regulation.

Policy Illustration of Benefits and Values

Upon written request the Company will send you a policy illustration which will illustrate benefits and values under the Policy.

Postponement of Variable Benefits

Except for a Policy Loan that will be used to pay premiums on policies issued by the Company, the Company can postpone the determination of and the payment or transfer of amounts based on separate investment account performance if:

- The New York Stock Exchange is closed for trading (except for normal weekend and holiday closing) or when trading is restricted; or
- The Securities and Exchange Commission determines that a state of emergency exists which may make payment or transfer impractical; or
- The Securities and Exchange Commission orders the Variable Account or orders the New England Zenith Fund or its successor or any other investment company in which the Variable Account is invested to postpone payment or transfer of variable benefits.

Postponement of Surrenders, Transfers and Loans From The Fixed Account

The Company can postpone the payment of the portion of the Policy's Net Cash Value which is in the Fixed Account for not more than six months after surrender. If payment is postponed for more than 30 days, it will be credited with interest from the date of surrender. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year.

The Company can postpone transfers from the Fixed Account for not more than six months from the date of the request. The effective date of the transfer is the date on which values are transferred from the Fixed Account.

The Company can postpone the making of any Policy Loan and any partial surrender from the Fixed Account for not more than six months from the day you apply, except Loans or partial surrenders to pay premiums on policies issued by the Company.

8. The Variable Account

The Variable Account

The Variable Account (called "the Account") is a separate investment account established by the Company in accordance with Delaware law. The assets of the Account are owned by the Company. The assets of the Account will be used to provide values and benefits under this Policy and similar policies. The portion of the Account assets equal to the reserves plus other policy liabilities of the Account is not chargeable with liabilities arising out of any other business the Company may conduct. The Company reserves the right to transfer to its general account Variable Account assets which exceed the total of reserves and other liabilities of the Account. Income and realized and unrealized capital gains and losses of the Account are credited to the Account without regard to any of the Company's other income or capital gains and losses.

Sub-Accounts

The Account consists of sub-accounts, each of which is invested in shares of one portfolio of the New England Zenith fund or its successor or any other investment company in which the Account is invested. Shares of a portfolio are purchased for a sub-account at their net asset value.

The Policy's first investment is made in the Money Market sub-account as of the latest of:

- · The Policy Date;
- The date of the Part II of the Application for the initial Face Amount, if any is required; and
- The date the first premium is received by the Company.

The Policy's Cash Value will be transferred, based on your choice, to the sub-accounts and the Fixed Account as of the later of: 45 days after Part I of the Application for the initial Face Amount is signed; and 10 days after the Company mails the separate Notice Withdrawal Right for the initial Face Amount. Before this transfer, the values and benefits of the Policy will depend on the net investment performance of the Money Market sub-account. After this transfer each net premium allocated to the Account and each net unscheduled payment allocated to the Account will be invested in the sub-accounts you chose as of the date it is received by the Company at its Home Office.

Each distribution of income, dividends and capital gains from a portfolio to a sub-account will be reinvested for the benefit of the owners of the policies in that sub-account at net asset value in shares of the portfolio which made the distribution.

The Cash Value of the Policy at any time cannot be allocated among more than 10 sub-accounts, except with the consent of the Company; and the Fixed Account will be counted in the limit of 10.

The values and benefits of a policy depend on: the investment performance of the portfolios in which the sub-accounts are invested; and the interest credited to the Fixed Account. The Company does not guarantee the investment performance of the portfolios of the sub-accounts. You bear the investment risk for amounts invested in the sub-accounts for your Policy.

Choice of Sub-Accounts

You choose the sub-accounts in which net premiums and net unscheduled payments are to be invested. You can change the choice for future premiums and future unscheduled payments at any time by notice to the Company. The change will be effective as of the date the request is received by the Company at its Home Office. The portion of the net premium and the net unscheduled payment to be applied to each sub-account chosen must be a whole percent not less than 10.

The portfolios as of the Date of Issue are listed in the then current prospectus for the Account and in Section 6.

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Change in Portfolios

The Company can add or remove portfolios as sub-account investments as permitted by law. When a change is made, the Company will send you: a revised prospectus for the Account which will describe all of the portfolios then available in the New England Zenith Fund or its successor or any other investment company in which the Account is invested; and any notice required by law.

When a portfolio is removed, the Company has the right to substitute a different portfolio in which the sub-account will then invest:

- · The value of the removed portfolio; and
- Future net premiums and future net unscheduled payments applied to that subaccount.

Transfer Option

After the Right to Return the Policy period you can transfer all or a portion of the Policy's existing share of a sub-account to another subaccount or to the Fixed Account. (See Restriction of New Amounts Applied to the Account provision.) Requests transfers can be made in writing or by telephone. The Company is not responsible for determining the authenticity of transfer instructions received by telephone. Transfers will be subject to a limit of 4 in each policy year, except with the consent of the Company. A transfer out of the Fixed Account will not count against this limit.

Change of Investment Policy

The investment policy of the Account will not be changed unless: (a) the change has been approved by the Insurance Commissioner of the Commonwealth of Massachusetts; and (b) a statement of the approval process has been filed with the Insurance Department of the state in which this Policy is delivered. If the investment policy of the Account is changed, the Company will give you written notice of the change. You can then choose to convert this Policy to fixed benefit coverage. conversion will be on the same basis as that described in the 24 Months Conversion Right section. (See Section 17.) Your request to convert this Policy must be made within 60 days of the later of: (a) the effective date of the investment policy change; or (b) the date you receive the notice of the change.

Rights Reserved by the Company

The Company reserves the right to take certain actions subject to compliance with including, if required, the approval of the owners of the policies. These actions are: (a) to create new investment accounts; (b) to combine any two or more separate investment accounts, including the Account; (c) to invest some or all of the assets of the Account other than in the New England Zenith Fund; (d) to invest some or all of the assets of the Account in any other investment company chosen by New Éngland Life Insurance Company; (e) to remove a portfolio in which the sub-account is invested or to substitute a different portfolio; (f) to operate the Account as a management investment company and to charge investment advisory fees under the Investment Company Act of 1940 or to operate the Account in any other form permitted by law; and (g) to deregister the Account under the Investment Company Act of 1940 if registration is no longer required.

9. The Fixed Account

The Fixed Account

The Fixed Account is a segmented fund within the general account of the Company.

If you choose the Fixed Account, the first date on which money is applied to the Fixed Account for the Policy is the latest of:

- 45 days after Part I of the Application for the initial Face Amount is signed;
- 10 days after the Company mails the separate Notice of Withdrawal Right for the initial Face Amount; and
- The effective date of the choice of the Fixed Account.

Before this date, the value of the portion of the net premium and any net Unscheduled Payment allocated to the Fixed Account will depend on the net investment performance of the Money Market sub-account of the Variable Account. After this date each net premium allocated to the Fixed Account and each net unscheduled payment allocated to the Fixed Account will be applied as of the date it is received by the Company at its Home Office. Each transfer to the Fixed Account will be applied as of the transfer date.

Fixed Account Interest

Except as noted in the Repayment of Loans provision of Section 15, the rate of interest for each amount applied to the Fixed Account: will be the rate set by the Company in advance for the date the amount is applied to the Fixed Account; and will not be less than a rate equivalent to an annual effective rate of 4%. The effective interest rate used on the Policy will be the weighted average of all such rates for the Policy.

Each year, on the policy anniversary, the Company will determine a portion, if any, of the Policy's portion of the Fixed Account which will be reinvested at the rate effective on that date.

Interest will be credited to the Fixed Account on a daily basis.

Restriction of New Amounts Applied to the Fixed Account

The Company reserves the right to restrict new amounts applied to the Fixed Account if the rate of interest that would be used for the new amount is a rate equivalent to an annual effective rate of 4%.

Transfers Out of the Fixed Account

You can transfer a limited amount of the Policy's portion of the Fixed Account to the sub-accounts once within 30 days after each policy anniversary. The transfer will be limited to the greater of: 25% of the Policy's portion of the Fixed Account on the transfer date; and the amount of the Policy's portion of the Fixed Account transferred to the sub-accounts the prior year. However, if less than \$100.00 would remain in the Fixed Account after the transfer, you can transfer the remainder to the sub-accounts. Requests for transfers can be made in writing or by telephone. The Company is not responsible for determining the authenticity of transfer instructions received by telephone.

Choice of the Fixed Account

You can choose to have net premiums and net unscheduled payments applied to the Fixed Account. You can change the choice for future net premiums and future net unscheduled payments at any time by notice to the Company in writing. (See the Restriction of New Amounts Applied to the Fixed Account provision.) The portion of the net premium and net unscheduled payment to be applied to the Fixed Account must be a whole percent not less than 10.

10. Death Benefit

Death Benefit

If the Insured dies before the Maturity Date, the Company will pay a Death Benefit to the Beneficiary. The amount of the Death Benefit will depend on the Death Benefit Option in effect on the date of death. The amount payable will be reduced by any Policy Loan Balance on the date of death. If the Insured dies during the grace period, the Amount Due (see Grace Period provision in the Monthly Deduction Section) will be deducted from the policy proceeds to cover Monthly Deductions to the date of death. The policy proceeds will be paid in one sum unless all or part of the proceeds is applied to a Payment Option. (See Payment of Benefits, Section 19.)

Death Benefit Options

This Policy provides two Death Benefit Options. The Death Benefit Option will be as chosen in the Application or as later changed. The Death Benefit Option is shown in Section 1. If Option 1 is chosen the Death Benefit on the date of death is equal to the greater of (a) and (c) and if Option 2 is chosen the Death Benefit on the date of death is equal to the greater of (b) and (c), where:

- (a) is equal to the Face Amount shown in Section 1;
- (b) is equal to the Face Amount shown in Section 1 plus the Cash Value; and
- (c) is equal to the Death Benefit which will allow the Policy to continue to qualify as a flexible premium adjustable life insurance contract under the Internal Revenue Code and any interpretive regulation or rulings by the Internal Revenue Service,

The Company will calculate (c) as the Applicable Percent of: the Cash Value of the Policy plus the pro rata portion of any monthly deduction made for a period beyond the date of death. The percent used will be based on the age of the insured at the beginning of the policy year as shown in the Table of Applicable Percentages below.

Table of Applicable Percentages

	piloubic i		
Age	Applicable	Age	Applicable
	Percent		Percent
0 through 40	250	61	128
41	243	62	126
42	236	63	124
43	229	64	122
44	222	65	120
45	215		46.
46	209	66	119
47	203	67	118
48	197	68	117
49	191	69	116
50	185	70	115
51	178	71	113
52	171	72	111
53	164	73	109
54	157	74	107
55	150	75 through 90	105
-56	148	91	104
57	142	92	103
58	138	93	102
59	134	94 through 99	101
60	130	100	100

When you apply for a Level Term Insurance Rider on this Policy, you can choose to have the Term Amount of the Rider added to the Face Amount of the Policy for purposes of calculating the Death Benefit. Your choice cannot be changed.

Changing the Death Benefit Option

After the first policy year you can change the Death Benefit Option by written application to the Company. A change in Death Benefit Option will be effective on the Adjustment Date shown in the new Policy Schedule.

Except with the consent of the Company, a change from Option 1 to Option 2 can be made only if the Face Amount after the change is at least \$100,000. If you change from Option 1 to Option 2:

- The Face Amount will be decreased, if necessary, such that the Death Benefit immediately before and after the changes is the same;
- A decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis; and
- · No surrender charge will apply.

A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

If you change from Option 2 to Option 1:

- The Face Amount will be increased, if necessary, such that the Death Benefit immediately before and after the changes is the same; and
- This increase in Face Amount will be applied to the initial Face Amount and to each prior increase in Face Amount on a pro rata basis.

The requirements in the Increase in Face Amount provision of Section 16 do not apply to a change from Option 2 to Option 1.

11. Premiums

Payment

Premiums are payments made to the Company to pay for the Policy. The Policy will not be in force until the first premium is paid. After the first premium is paid, premiums can be paid; at any time; and in any amount, subject to the Limits on Premiums below. Payments can be made at the Home Office of the Company or at any Agency of the Company. A receipt for payment signed by the Secretary of the Company will be given on request. Unless you request otherwise in writing to the Company, any payment received by the Company when a Policy Loan exists on the Policy will be used: first, as a planned premium; second, as payment of the loan interest due; third, as a repayment of the Policy Loan; and fourth, as an unscheduled payment.

Amount and Frequency

Planned annual premiums are shown in Section 1. Payments and Planned Premium Dates can be annual, semi-annual or quarterly or can be at any frequency agreed to by the Company. (See Limits on Premiums below.)

Unscheduled payments can be made at any time prior to the Maturity Date. (See Limits on Premiums below.)

Cash Values and Death Benefits will be permanently affected by the amount and frequency of planned and unscheduled payments.

Limits on Premiums

Payments are subject to these limits:

- No payment can be less than \$25; and
- Total planned and unscheduled payments will be limited to the Company's published maximum; and
- No unscheduled payment can be made if it increases the Death Benefit by more than it increases the Cash Value, except with evidence of insurability and the consent of the Company; and
- No planned premium can be increased except with the consent of the Company.

This Policy is intended to qualify as a flexible premium adjustable life insurance contract under the Internal Revenue Code and any interpretive regulation or rulings by the Internal Revenue Service. To that end, premiums on this Policy are limited to an amount no greater than that allowing the Policy to continue to qualify.

Net Payments

Each net premium and each net unscheduled payment is equal to: the payment; /ess no more than the Maximum Premium Expense Charge at the rate shown in Section 1.

12. Monthly Deduction

Monthly Deduction

On the first day of each policy month, whether or not premiums are paid, the Company will make a Monthly Deduction for that policy month from the Cash Value of this Policy. The amount of the Monthly Deduction for a policy month is equal to:

 The cost of insurance and the cost of any riders for the policy month;

PLUS

- An amount not greater than the Maximum Monthly Policy Fee shown in Section 1; PLUS
- An amount not greater than the Maximum Monthly Administrative Charge shown in Section 1.

If the Policy meets the Monthly Minimum Premium test, whether or not premiums are paid, the Monthly Deduction will be made, until the Cash Value equals zero. Otherwise, the Monthly Deduction will be made, as long as the Net Cash Value is sufficient to cover the entire Monthly Deduction. This provision will not continue the Policy beyond the Maturity Date; nor will it continue any rider beyond the termination date as provided in the rider.

The Monthly Deduction will be deducted in the same proportion as the Cash Value of the Policy is in the sub-accounts and the Fixed Account.

Cost of Insurance

The monthly cost of insurance for the Policy is equal to: the amount at risk; times the cost of insurance rate per \$1,000 for that month divided by 1,000. The amount at risk is equal to:

 The Death Benefit on the first day of the policy month discounted at .3273745%, the monthly equivalent of 4% per year;

LES\$

 The Cash Value on the first day of the policy month after the Monthly Deduction has been processed.

Cost of Insurance Rates

The cost of insurance rates will be set by the Company each year on the policy anniversary, based on the expectations of the Company as to future experience. The rates are guaranteed for one year.

The Table of Guaranteed Maximum Cost of Insurance Rates per \$1,000 (see Section 2) shows the maximum guaranteed rate for each policy month which starts on the Policy Date or a policy anniversary. The rates between anniversaries vary monthly based on the assumption of uniform distribution of deaths throughout the policy year. The cost of insurance rates for each policy year for the initial Face Amount and for each increase in Face Amount are based on: the sex of the insured; the underwriting class of the insured; and the age of the insured on the first day of the policy year.

Monthly Deduction Adjustment At Death

The portion of any Monthly Deduction made for a period beyond the date of death will be added to the policy proceeds unless this amount has already been included in the Death Benefit as described in (c) in Section 10. If the insured dies during the grace period, an amount will be deducted from the policy proceeds to cover Monthly Deductions to the date of death.

Grace Period

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Unless the Policy meets the Monthly Minimum Premium test, if the Net Cash Value on the first day of a policy month is not enough to cover the Monthly Deduction for that month, the Company will mail a premium notice to you and any assignee at the addresses on record with the Company. There is a grace period of 62 days from the date when the Monthly Deduction was due in which to pay the Amount Due. The Amount Due is the least of: a premium large enough to permit the Monthly Deduction to be made; and a premium large enough to meet the Monthly Minimum Premium Test. The insurance remains in force during the grace period. If the premium remains unpaid at the end of its 62-day grace period, the Policy will lapse without value. Any riders will also lapse without value unless otherwise stated in the rider.

Monthly Minimum Premium

The Company will do the following comparison on the first day of each policy month during the first five policy years unless: the Face Amount has been increased; or the Policy has been lapsed; or this Policy is the result of the exercising of a Change to a New Insured rider.

The Company will compare (a) to (b), where: (a) equals the total of the Monthly Minimum Premiums for the Policy from the Policy Date to that policy month; and (b) equals the total premiums paid to date less all partial surrenders and any Policy Loan Balance at that time. If (b) is greater than or equal to (a), the Policy will not be lapsed if the Net Cash Value on the first day of the policy month is not enough to cover the Monthly Deduction due for that month.

The Monthly Minimum Premium is shown in the Policy Schedule. (See Section 1.) This Premium will be recalculated when: the Face Amount is decreased; the amount provided by riders attached to this Policy is changed; a partial surrender is made which results in a decrease in Face Amount; or the underwriting class of this Policy and its riders is changed to a more favorable underwriting class.

13. Reinstatement After Lapse

Reinstatement

If the Policy lapses, the Policy and riders can be reinstated. (See Limitations on Reinstatement below.) Reinstatement is subject to:

- · Written application to reinstate; and
- Proof that the Insured is insurable; and
- Payment of a premium large enough to keep the Policy and any riders in force for at least two months; and
- Payment or reinstatement of any Policy Loan Balance which existed on the date when the Policy lapsed.

Limitations on Reinstatement

The Policy and riders cannot be reinstated, except with the consent of the Company, if more than seven years have passed since the date of lapse.

Any rider which provides life or disability insurance on a person other than the Insured can be reinstated only as stated in the rider.

Effective Date of Reinstatement

Reinstatement will take effect: only if the application for reinstatement is approved by the Company; and only when the premium for reinstatement has been paid, provided that at the time of payment there has been no change in insurability as represented in the application for reinstatement.

Surrender Charge At and After Reinstatement

A Surrender Charge was applied when the Policy lapsed. If the Policy is later reinstated, the Surrender Charge will be credited to the Cash Value of the Policy. The Surrender Charge on the date of reinstatement will be the same as it was on the date of lapse. For the purpose of determining the Surrender Charge on any date after reinstatement, the period the Policy was lapsed will not count.

Maximum Monthly Administrative Charge After Reinstatement

For the purpose of determining the Maximum Monthly Administrative Charge on any date after reinstatement, the period the Policy was lapsed will not count.

14. Cash Value of the Policy

Cash Value

The first net premium will be credited to the Policy as of the latest of:

- · The Policy Date;
- The date of the last Part II of the Application for the initial Face Amount; and
- The date the first premium is received by the Company.

Each future net premium will be credited to the Cash Value as of the date it is received by the Company.

The Cash Value of the Policy will depend on the net investment performance of the Money Market sub-account until the later of: 45 days after Part I of the Application for the initial Face Amount is signed; and 10 days after the Company mails the separate Notice of Withdrawal Right for the initial Face Amount. Thereafter, the Cash Value of the Policy is equal to: the Policy's share of the chosen subaccounts; plus the Policy's portion of the Fixed Account; plus the amount of any assets transferred to the general account of the Company because of Policy Loans. (See Section 15.) The amount of the Cash Value depends on: the frequency and amount of net planned premiums; the frequency and amount of net unscheduled payments; investment performance of the chosen sub-accounts; interest credited to the Policy's portion of the Fixed Account; Monthly Deductions; all chosen Death Benefit Options; partial surrenders; increases and decreases in Face Amount; transfers among sub-accounts and the Fixed Account; and Policy Loans. The Cash Value can increase or decrease on a daily basis, depending on: the actual investment performance of the chosen sub-accounts; and the interest credited to the Policy's portion of the Fixed Account. (See Actual Investment Return below.)

The Cash Value of the Policy is not increased by the cash value of any rider, unless stated in the rider. Net Cash Value

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The Net Cash Value is equal to:

- The Cash Value of the Policy;
 LESS
- Any Policy Loan Balance; LESS
- The Surrender Charge that would apply upon surrender, whether or not there is a surrender. (See Section 3.)

Surrender of the Policy

You can surrender the Policy for its Net Cash Value at any time before the Maturity Date by notice to the Company in writing. Upon surrender, the Policy will be cancelled. The Net Cash Value will be paid to you in one sum, unless you choose in writing to apply all or part to a Payment Option. (See Payment of Benefits, Section 19.) If you surrender the Policy during the grace period, an amount will be deducted from the Net Cash Value to cover the Monthly Deduction to the date of surrender.

Monthly Cost of Insurance Adjustment At Surrender or Partial Surrender

The pro rata portion of any monthly cost of insurance deduction made for a period beyond the date of surrender or partial surrender (See Section 16) will be added to the surrender proceeds.

Actual Investment Return

The Policy has an Actual Investment Return for each Valuation Period for its share of each chosen sub-account and for its portion of the Fixed Account. The Policy's Actual Investment Return for each sub-account for each Valuation Period is equal to (a) minus (b); where:

(a) is equal to the Policy's share of the subaccount as of the end of the Valuation Period:

PLUS

the monthly charges deducted in the Valuation Period;

LESS

any net planned premium and net unscheduled payment credited during the Valuation Period:

PLUS

the total of the partial surrenders made during the Valuation Period;

PLUS

the interest credited during the Valuation Period to any borrowed portion of the Policy's Cash Value;

PLUS or LESS

- a charge or credit for the Policy's share of any reserve for taxes which the Company determines to apply to the sub-account; and
- (b) is equal to the Policy's share of the sub-account as of the end of the most recent Valuation Period;

PLUS or LESS

a charge or credit for the Policy's share of any reserve for taxes which the Company determines to apply to the sub-account.

The Actual Investment Return for the Fixed Account for each Valuation Period is equal to (a) minus (b); where:

 (a) is equal to the Policy's portion of the Fixed Account as of the end of the Valuation Period;

PLUS

the monthly charges deducted in the Valuation Period;

LESS

any net planned premium and net unscheduled payment credited during the Valuation Period;

PLUS

the total of the partial surrenders made during the Valuation Period;

PLUS

the interest credited during the Valuation Period to any borrowed portion of the Policy's Cash Value; and

(b) is equal to the Policy's portion of the Fixed Account as of the end of the most recent Valuation Period.

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15. Policy Loans

There is a daily charge for mortality risk and expense risk against the Policy's share of the sub-accounts. This charge will not be greater than: .001369863014% which is a rate equivalent to .50% per year divided by 365.

Valuation Periods and Valuation Dates A Valuation Period for each sub-account is a period:

- · Which starts on a Valuation Date; and
- Which ends on the next succeeding Valuation Date.

Each day the New York Stock Exchange is open for trading is a Valuation Date.

Policy Loans

After the Right to Return the Policy period you can borrow all or part of the Loan Value of the Policy by written request to the Company. Policy Loans are made on the sole security of the Policy. The amount you can borrow at any time is equal to the Loan Value less any Policy Loan Balance at that time.

Unless you request otherwise, Policy Loans will reduce *first*, the Policy's share of the subaccounts proportionately and *second*, the Policy's portion of the Fixed Account, except as noted below in the Interest on Loans; Policy Loan Balance provision. Assets equal to the amount of the Loan:

- Will be transferred to the general account of the Company; and
- Will earn interest at the effective rate per year of not less than: the Policy Loan interest Rate; less 1.5%

Policy Loans, whether or not repaid, can have a permanent effect on Cash Values and Death Benefits.

Loan Value

The Loan Value of the Policy on the date the Loan is made is equal to:

 90% of the Cash Value of the Policy projected to the next policy anniversary or, if earlier, to the next Planned Premium Date;

LESS

 The Surrender Charge that would apply upon surrender (whether or not there will be a surrender) on the next Planned Premium Date or, if greater, on the date the loan is made;

LESS

Loan interest to the next loan interest due date.

The Cash Value will be projected with interest at the effective rate per year of 1.5% less than the Policy Loan Interest Rate.

16. Adjustment

Interest on Loans; Policy Loan Balance

Interest will be charged on Policy Loans at the Policy Loan Interest Rate shown in Section 1. Interest accrues daily. The Policy Loan Balance at any time means Policy Loans outstanding plus interest accrued to date. Loan interest is due on the policy anniversary each year. Loan interest not paid when due will be added to the Loan and interest will be charged on it; when loan interest is added to the Loan, the Policy's share of the sub-accounts and the Policy's portion of the Fixed Account will be reduced proportionately.

Repayment of Loans

Policy Loans can be repaid to the Company at any time in whole or in part. Loan repayments will be allocated: *first*, to repay the Loans made against the Fixed Account; and *second*, unless you request otherwise, to repay the Loans made against the sub-accounts in the same proportion as the Policy is invested in the sub-accounts.

The rate of interest for each loan repayment allocated to the Fixed Account will be the lesser of: the rate set by the Company in advance for the date the loan repayment is allocated to the Fixed Account; and the effective interest rate (see Fixed Account Interest) for the Policy on the date of the repayment.

A Policy Loan is a charge against the Policy. The proceeds of the Policy will be reduced by any Policy Loan Balance on the date of death of the Insured. If the Policy Loan Balance at any time exceeds the Cash Value of the Policy less the Surrender Charge on the next loan interest due date or, if greater, on the current Valuation Date (called "excess Policy Loan"), the Company will mail a notice to you and to any assignee. The notice will be mailed to the addresses on record with the Company. If the excess amount is not paid to the Company within 62 days after the mailing of the notice, the Policy will lapse without value.

Unless you request otherwise, any payment received by the Company when a Policy Loan exists on the Policy will be used: first, as a planned premium; second, as payment of the loan interest due; third, as a repayment of the Policy Loan; and fourth, as an unscheduled payment.

Increase in Face Amount

After the first policy year, the Face Amount can be increased on the first day of any policy month. (See Limit on Adjustments below.) An increase in Face Amount is subject to:

- Written application to increase the Face Amount;
- Proof that the Insured is insurable;
- New insurance for the amount of the increase on the same plan at the age of the Insured on the Adjustment Date being allowed under the underwriting rules of the Company;
- The amount of the increase being at least \$25,000, except with the consent of the Company;
- A Monthly Deduction for the increase. (See Monthly Deduction, Section 12.); and
- A Face Amount Increase Administrative Charge not greater than the Maximum stated in Section 1, unless the increase is not medically underwritten, to be deducted from the Cash Value in the same proportion as the Cash Value of the Policy is in the sub-accounts and the Fixed Account.

There is a new Surrender Charge Period associated with an increase in Face Amount. (See Section 3).

The amount of any rider which is attached to the Policy can be increased only as stated in the rider.

The Application to increase the Face Amount must be signed by the Insured and by you. An increase will be effective on the Adjustment Date shown in the new Policy Schedule.

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Decrease in Face Amount

The Face Amount may be decreased by written application to the Company; but only if the Face Amount which will remain after a decrease is at least \$100,000, except with the consent of the Company. No portion of the Cash Value will be paid to you. A Surrender Charge may apply to a decrease in Face Amount. (See Section 3.) Any Surrender Charge applied will be based on the amount of the decrease. Thereafter, any Surrender Charges will be proportional to the remaining Face Amount, Any decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis, except with the consent of the Company. The Cash Value after the decrease in Face Amount will be equal to: the Cash Value just prior to the decrease; less any Surrender Charge for the decrease. The Death Benefit will be recalculated based on the new Face Amount and the Cash Value after the decrease. A decrease in Face Amount will be effective on the Adjustment Date shown in the new Policy Schedule. A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

Partial Surrender

After the Right to Return the Policy Period, you can make a partial surrender by written request to the Company. A portion of the Cash Value will be paid to you. A Surrender Charge may apply if you make a partial surrender. (See Section 3.) Any Surrender Charge applied will be based on the amount of the decrease in Face Amount. (See below). Thereafter, any Surrender Charge will be proportional to the remaining Face Amount. In each policy year, partial surrenders will be limited, except with the consent of the Company, to: 20% of the Net Cash Value on the day the first partial surrender is made for the policy year; or, if less, the Loan Value minus any Policy Loan Balance. The amount of the partial surrender will be deducted from the Cash Value. The Death Benefit of the Policy will be based on the Face Amount after the partial surrender and the reduced Cash Value. The Face Amount of the Policy will be reduced, if necessary, so the amount at risk after the partial surrender is not greater than the amount at risk before the partial surrender. (See Cost of Insurance, Section 12). Any decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a prorata basis, except with the consent of the Company. The Face Amount which will remain after the partial surrender must be at least \$100,000, except with the consent of the Company. A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

Unless you request otherwise, a partial surrender will reduce: *first*, the Policy's portion of the sub-accounts proportionately; and *second*, the Policy's portion of the Fixed Account.

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17. 24 Months Conversion Right

Limit on Adjustments

On an Adjustment Date you can have only one increase in Face Amount. Therefore, if this Policy includes a Level Term Insurance Rider and you request both an exchange of term insurance for an increase in Face Amount and an additional increase in Face Amount for this Policy:

- If the two increases will be on the same underwriting class, the two requests will be combined and processed as one adjustment; otherwise
- The additional increase in Face Amount will be processed first and the exchange of term insurance will be processed one month later.

Adjustment of the Policy

The Policy Schedule and Sections 2 through 5, must be changed to reflect an increase or a decrease in the Face Amount. The Policy Schedule must be changed also to reflect a change in the Death Benefit Option. The changed Policy Schedule and the changed Sections 2 through 5, if any, and the Application for the adjustment will be made part of the Policy by adjusting the Policy. The Company can, at its option, adjust the Policy:

- By sending you a new Policy Schedule, and new Sections 2 through 5, if any, and a copy of the Application for the adjustment for you to attach to the Policy; or
- By requiring that the Policy be returned to have the new Policy Schedule and new Sections 2 through 5, if any, and a copy of the Application for the adjustment attached to the Policy by the Company; or
- By sending you an adjusted policy to take the place of this Policy.

Upon adjustment the Policy will be in force only as adjusted.

24 Months Conversion Right

The 24 Months Conversion Right allows you to convert all or a portion of this Policy, subject to the terms of this Section, to fixed benefit coverage: by transferring value to the Fixed Account; and by allocating future premiums and future net unscheduled payments to the Fixed Account.

A request to exercise the 24 Months Conversion Right must be in written form satisfactory to the Company. The 24 Months Conversion Right can be exercised:

- Once within 24 months after the Date of Issue of the Policy;
- Once within 24 months after the Adjustment Date of an increase in Face Amount; and
- Even if the Company is restricting new amounts applied to the Fixed Account. (See Restriction of New Amounts Applied to the Fixed Account provision of Section 9.)

If the Company is not restricting amounts applied to the Fixed Account: you can transfer to the Fixed Account all or part of the Policy's Cash Value in the sub-accounts; and you can allocate all or part of future net premiums and net unscheduled payments to the Fixed Account. However, at any time in the future if the Company is restricting new amounts applied to the Fixed Account, the Company reserves the right to limit the allocation of future net premiums and net unscheduled payments to the Fixed Account to the Policy's lowest Fixed Account allocation percentage since the most recent date when this Right was exercised. The Policy's share of the subaccounts will be reduced proportionately when Cash Value is transferred under this Right.

If the Company is restricting amounts applied to the Fixed Account: you can transfer to the Fixed Account the portion of the Policy's Cash Value in the sub-accounts which is attributable to the coverage for which this Right is being exercised; and you can allocate future net premiums and net unscheduled payments to the Fixed Account based on the Company's published rules. The Policy's share of the sub-accounts will be reduced proportionately when Cash Value is transferred under this Right.

Transfers to the Fixed Account resulting from the exercise of the 24 Months Conversion Right are not counted in the limit of 4. (See Transfer Option provision of Section 8.)

18. Owner and Beneficiary

Owner

The Owner of the Policy is named in the Application (see copy attached); but, the Owner can be changed. The new Owner will succeed to all rights of the Owner, including the right to make a further change of Owner. At the death of the Owner, his or her estate will be the Owner, unless a successor Owner has been named. In this Policy "you" means the Owner, whether the Owner is a person, a partnership, a corporation, a fiduciary or any other legal entity. The rights of the Owner will end at the death of the Insured, except for Payment of Benefits. (See Section 19.)

Beneficiary

The Beneficiary is named in the Application (see copy attached); but, the Beneficiary can be changed before the death of the Insured. The Beneficiary can be a person, a corporation, a partnership, a fiduciary or any other legal entity. A person must survive the Insured to qualify as Beneficiary. If none survives, the proceeds will be paid to the Owner.

Change of Owner or Beneficiary

A change of Owner or Beneficiary must be in written form satisfactory to the Company, and must be dated and signed by the Owner who is making the change. The change will be subject to all payments made and actions taken by the Company under the Policy before the signed change form is received by the Company at its Home Office.

Assignments

An absolute assignment of the Policy by the Owner is a change of Owner and Beneficiary to the assignee. A collateral assignment of the Policy by the Owner is not a change of Owner or Beneficiary; but their rights will be subject to the terms of the assignment. Assignments will be subject to all payments made and actions taken by the Company before a signed copy of the assignment form is received by the Company at its Home Office. The Company will not be responsible for determining whether or not an assignment is valid.

Designation of Owner and Beneficiary

A numbered sequence can be used to name successive Owners or Beneficiaries. Co-Beneficiaries will receive equal shares unless otherwise stated.

In naming Owners or Beneficiaries, unless otherwise stated:

- "Child" includes an adopted or posthumous child:
- "Provision for issue" means that if a Beneficiary does not survive the Insured, the share of that Beneficiary will be taken by his or her living issue by right of representation; and
- A family relation such as "wife", "husband" or "child" means the relation to the Insured.

At the time for payment of benefits the Company can rely on an affidavit of any Owner or other responsible person to determine family relations or members of a class.

19. Payment of Benefits

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The policy proceeds will be paid in one sum, unless all or part of the proceeds is applied to a Payment Option. (See Section 20.) The Company will pay interest on the death and maturity proceeds from the date the proceeds become payable to the date of payment in one sum, or to the Option Date. The rate of interest will be set each year by the Company. The rate will not be less than: that required by law; or 3 1/2% per year. The interest payable on surrender proceeds is described in Section 7.

Selection of Payment Options; Option Date
The selection of a Payment Option and the
naming of the Payee must be in written form
satisfactory to the Company. You can make or
change or revoke the selection before death of
the Insured. The Option Date is the effective
date of the Payment Option, as stated in the
selection form.

Payee

The Payee is a person, a corporation, a partnership, a fiduciary or any other legal entity entitled to receive payment in one sum or under a Payment Option.

Selection by Payees

Any proceeds payable in one sum at the death of the Insured, or upon surrender or maturity of the Policy, can be applied to any Payment Option chosen by the Payee. Further, with the consent of the Company, any Payee who is entitled to receive proceeds in one sum when a Payment Option ends, or at the death of a prior Payee, or when proceeds are withdrawn, can choose to apply the proceeds to a Payment Option.

Rights of Payees

In the selection of a Payment Option the right can be given to the Payee:

- To withdraw principal and interest under the Fourth or Fifth Option; or
- To withdraw the commuted value of payments certain under the First, Second, or Sixth Option.

Under the Life Income Options only payments certain can be commuted. No Payee can assign, commute or withdraw the payments under any Payment Option, unless the right is reserved in the selection of the Option.

Limitations

If instalments under an Option would be less than \$20, proceeds can be applied to a Payment Option only with the consent of the Company.

Life Income Options

Guaranteed Life Income Options are based on the age of the Payee on the Payee's birthday nearest the Option Date. The Company will require proof of age. The Life Income payments will be based: on the rates shown in the Life Income Tables (Section 21); or, if they are greater, on the Payment Option rates of the Company on the Option Date. If the rates at a given age are the same for different periods certain, the longest period certain will be used.

Purchase of Increased Payment Option Benefits

On the Option Date, a one sum purchase payment can be made to the Company to be added to the proceeds being applied to any Payment Option. The portion of Life Income payments purchased in this way will be based on the Payment Option rates of the Company on the Option Date, which may not be the rates shown in the Life Income Tables (Section 21). The purchase payment will be limited to the Company's published maximum for single premium immediate annuities on the Option Date. A portion of the purchase payment may be used by the Company to pay premium taxes on the purchase payment.

Death of Payee

If a Payee under a Life Income Option dies within 30 days after the Option Date, the amount applied to the Option, less any payments made, will be paid in one sum, unless a Payment Option is chosen by the successor Payee. Otherwise, amounts to be paid after the death of a Payee under a Payment Option will be paid as due to the successor Payee. If there is no successor Payee, amounts to be paid in one sum, or the commuted value of any unpaid payments certain, will be paid in one sum to the estate of the last Payee to die.

Commutation Rate

The interest rate used to compute the commuted value of any unpaid payments certain:

- Under the First Option will be 3 1/2% per year; and
- Under the Life Income Options will be the rate used by the Company in computing the amount of the monthly payments.

20. Payment Options

Payment Options

All or part of the policy proceeds can be applied to any one of the following Options, subject to Section 19, Payment of Benefits:

First Option: Income for a Specified Number of Years

The Company will make monthly payments which will include both principal and interest. Payments will start on the Option Date and will continue for the number of years chosen. The number of years chosen cannot be more than 30. Interest is at the rate of 3 1/2% per year compounded yearly. Additional interest paid by the Company for any year will be added to the monthly payments for that year.

Guaranteed monthly payments per \$1,000 of proceeds applied to the First Option are shown below:

Number of Years		Number of Years		Number of Years	
1	\$84.65	11	\$9.09	21	\$5.56
ż	43.05	12	8.46	22	5.39
3	29.19	13	7.94	23	5.24
4	22.27	14	7.49	24	5.09
5	18.12	15	7.10	25	4.96
6	15.35	16	6.76	26	4.84
7	13.38	17	6.47	27	4.73
á	11.90	18	6.20	28	4.63
9	10.75	19	5.97	29	4.53
10	9.83	20	5.75	30	4.45

Second Option: Life Income

The Company will make equal monthly payments. Payments will start on the Option Date and will continue:

- During the life of the Payee, with no further payment after the death of the Payee, called "Life Income, No Refund"; or
- During the life of the Payee, but for at least 10 years, called "Life Income, 10 Years Certain"; or
- During the life of the Payee, but for at least 20 years, called "Life Income, 20 Years Certain".

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Third Option: Life Income with Refund

The Company will make equal monthly payments. Payments will start on the Option Date and will continue during the life of the Payee. At the death of the Payee, if the total payments made are less than the total proceeds applied to the Option, then:

- The difference will be paid in one sum, called "Life Income, Cash Refund"; or
- The equal monthly payments will continue until the total payments are equal to the total proceeds applied to the Option, called "Life Income, Instalment Refund".

Fourth Option: Interest

The Company will hold the proceeds at interest during the life of the Payee or for any other period agreed to by the Company, interest on the proceeds:

- Will be paid each month to the Payee starting one month after the Option Date; or
- Will be added to the principal amount each year and will earn interest.

At the death of the Payee, or at the end of the period agreed to, the balance of principal and any accrued interest will be paid in one sum. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year.

Fifth Option: Specified Amount of Income

The Company will make monthly payments which will include both principal and interest. Payments will be in the amount chosen. Payments can be quarterly or at any other frequency chosen, and payments can be for different amounts, all subject to the consent of the Company. Payments will start on the Option Date and will continue until the balance is fully paid out. At the death of the Payee any unpaid balance and accrued interest will be paid in one sum. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year. Interest will be added each year to the principal and will earn interest.

Sixth Option: Life Income for Two Lives
The Company will make monthly payments.
Payments will start on the Option Date and will continue:

- While either of two Payees is living, called "Joint and Survivor Life Income"; or
- While either of two Payees is living, but for at least 10 years, called "Joint and Survivor Life Income, 10 Years Certain"; or
- While two Payees are living, and after the death of one Payee, two-thirds of the monthly amount while the other Payee is living, called "Joint and 2/3 to Survivor Life Income".

21. Life Income Tables

Life Income Tables

Guaranteed monthly payments per \$1,000 of amounts applied to the Life Income Options are shown below:

Secon	nd and T	hird Op	nird Options:		ome
Age		10	20		
of	No	Vears	Years	Cash	Instalment
Payee	Refund	Certain	Certain	Refund	Refund
*15 16	\$3.19 3.21 3.22 3.23	\$3.19 3.20 3.22 3.23	\$3.19 3.20 3.21	\$3.18 3.19 3.21	\$3.19 3.20 3.21
17	3.22	3.22	3.21	3.21 3.22	3.21
18 19	3.23 3.25	3.23 3.24	3.23 3.24	3.22	3.22 3.24
20	3.26				
21	3.27	3.26 3.27	3.25 3.27 3.28	3.25 3.26 3.28	3.25 3.26 3.28
22 23	3.29 3.31	3.29 3.30	3.28 3.30	3.28 3.29	3.28 3.2 9
23 24	3.32	3.32	3.31	3.31	3.31
25	3.34	3.34	3.33	3.32	3.33
26	3.36	3.36	3.35	3.32 3.34 3.36 3.38	3.33 3.35
27 28	3.38 3.40	3.37 3.39	3.37 3.39	3.30 3.38	3.36 3.38
29	3.42	3.41	3.41	3.40	3.40
30	3.44	3.44	3.43	3.42	3.42
31 32	3.46 3.49	3.46 3.48	3.45 3.47	3.44 3.46	3.44 3.47
33	3.51	3.51	3.47 3.50	3.46 3.49	3.49
34	3.54	3.53	3.52	3.51	3.52
35 36	3.56 3.59	3.56 3.59	3.55 3.58	3.54 3.56	3.54 3.57
37	3.62	3.62	3.60	3.59	3.60
38	3.66	3.65 3.69	3.63 3.67	3.62 3.65	3.63 3.66
39	3.69		- 1		
40 41	3.73 3.76	3.72 3.76	3. 70 3.7 3	3.68 3.71	3.69 3.72
42	3.80	3.79	3.77	3.75	3.76
43 44	3.84 3.89	3.84 3.88	3.80 3.84	3.78 3.82	3.79 3.83
45	3.93			3.86	
46	3.98	3.92 3.97	3.88 3.92	3.90	3.87 3.91
47 48	4.03 4.08	4.02 4.07	3.97 4.01	3.94 3.99	3.96 4.00
49	4.14	4.12	4.06	4.03	4.05
50	4.20	4.18	4.11	4.08	4.10
51	4.26	4.23	4.16	4.13	4.15 4.21
52 53	4.32 4.39	4.30 4.36	4.21 4.26	4.19 4.24	4 2 7
54	4.46	4.43	4.32	4.30	4.33
55	4.54	4.50	4.37	4.36	4.39
56 57	4.62 4.70	4.58 4.65	4.43 4.49	4. 43 4.49	4.4 6 4.53
58	4.79	4.74	4.56	4.57	4.60
59	4.89	4.83	4.62	4.64	4.68
60	4.99 5.10	4.92 5.02	4.68 4.75	4.72 4.80	4.76 4.85
61 62	5.22	5.12 5.23	4.75	4.80 4.89	4.94
63	5.34 5.47	5.23 5.35	4.88	4.98	5.03 5.13
64			4.95	5.07	
65 66	5.61 5.76	5.47 5.60	5.02 5.08	5.17 5.28	5.24 5.35
67	5.92	5.73	5.15	5.39	5.47
68 69	6.10 6.28	5.87 6.02	5.21 5.27	5.51 5.63	5.59 5.72
	₩ . Fu 1. Fu				

Age		10	20		
of	No	Years	Years	Cash	Instalment
Payee	Refund	Certain	Certain	Refund	Refund
70 71 72 73 74	\$6,48 6.70 6.92 7.17 7.43	\$6.17 6.33 6.49 6.66 6.84	\$5.33 5.38 5.43 5.48 5.52	\$5.76 5.89 6.04 6.19 6.34	\$5.86 6.00 6.16 6.32 6.49
75 76 77 78 7 9	7.71 8.02 8.34 8.69 9.07	7.02 7.20 7.38 7.56 7.75	5.56 5.60 5.63 5.66 5.68	6.52 6.69 6.87 7.07 7.27	6.67 6.86 7.06 7.27 7.50
80 81 82 83 84	9.47 9.90 10.36 10.86 11.39	7.93 8.11 8.28 8.45 8.62	5.70 5.71 5.73 5.73 5.74	7.49 7.73 7.96 8.21 8.50	7.74 7.99 8.25 8.53 8.83
**85	11.96	8.77	5.75	8.78	9.14

* and under **and over

Sixth Op	otion: Life	Income	for Tw	o Lives	
Age of On	e Age of O	ther Paye	e		
Payee	55	60	65	70	75
	oL	int and Si	urvivor		
55	\$4.04	\$4.17	\$4.28	\$4.37	\$4.43
60	4.17	4.36	4.53	4.68	4.79
65	4.28	4.53	4.79	5.02	5.22
70	4.37	4.68	5.02	5.38	5.71
75	4.43	4.79	5.22	5.71	6.22
80	4.47	4.87	5.37	5.98	6.68
	Joint and S	urvivor, 1	O Years C	ertain	
55	\$3.96	\$4.09	\$4.20	\$4.36	\$4.42
60	4.09	4.27	4.44	4.59	4.77
65	4.20	4.44	4.69	4.91	5.09
70	4.36	4.59	4.91	5.22	5.50
75	4.42	4.77	5.09	5.50	5.88
80	4.46	4.85	5.33	5.72	6.21
	Joint	and 2/3 t	o Survivor	•	
55	\$4.37	\$4.56	\$4.76	\$4.99	\$5.23
60	4.56	4.78	5.02	5.30	5.59
65	4.76	5.02	5.33	5. 6 7	6.03
70	4.99	5.30	5.67	6.10	6.57
75	5.23	5.59	6.03	6.57	7.18
80	5.48	5.89	6.41	7.06	7.84

Payments for other ages will be quoted by the Company on request.

The rates shown above are based on an interest rate of 3 1/2% per year; and on mortality: using a 60/40 male/female weighting; based on the Individual Annuitant Mortality Table for 1983; and with projection on Scale G to the year 2000 and then on Scale B Modified to year 2010.

Endorsement

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i.43 i.79 i.22 i.71 i.22 i.68

1.42 1.77 5.09 5.50 5.88 3.21

5.23 5.59 5.03 5.57 7.18 7.84

an on ing; ality e G fied Modification of Payment of Benefits Section As of the Date of Issue of this Policy, in the Commutation Rate provision of the Payment of Benefits Section, the following change is made: The reference to a rate of interest of 3 1/2% is changed to refer to a rate of interest of 3%.

Modification of Payment Options Section
As of the Date of Issue of this Policy, in the
Payment Options Section, the following change
is made:

All references to a rate of interest of 3 1/2% are changed to refer to a rate of interest of 3%.

Modification of Payment Options Section
As of the Date of Issue of this Policy, the
following table is substituted for the table in
the First Option: Income for a Specified
Number of Years provision.

Guaranteed monthly payments per \$1,000 of amounts applied to the First Option are shown below:

Number of Years		Number of Years		Number of Years	
· 1	\$84.47	11	\$8.86	21	\$5.32
2	42.86	12	8.24	22	5.15
3	28.99	13	7.71	23	4.99
4	22.06	14	7.26	24	4.84
5	17.91	15	6.87	25	4,71
6	15.14	16	6.53	26	4.59
7	13.16	17	6.23	27	4.47
8	11.68	18	5.96	28	4.37
9	10.53	19	5.73	29	4.279
10	9.61	20	5.51	30	4.18

Modification of Life Income Tables Section
As of the Date of Issue of this Policy, the following section is substituted for the Life Income Tables section:

Life Income Tables

Guaranteed monthly payments per \$1,000 of amounts applied to the Life Income Options are shown below:

Secon	d and T	hird Op	tions:	Life Inco	ome
Age		10	20	4	
of	No	Years	Years	Cash	Instalment
Payee	Refund	Certain	Certain	Refund	Refund
*15	2.83	2.82	2.82	2.82	2.82
16	2.84	2.34	2.83	2.83	2.83
17	2.85	2.85	2.85	2.84	2.84
18	2.86	2.86	2.86	2.85	2.86
19	2.88	2.88	2.87	2.87	2.87
20	2.89	2.89	2.89	2.88	2.88
21	2.91	2.90	2.90	2.89	2.90
22	2.92	2.92	2.92	2.91	2.91
23	2.94	2.94	2.93	2.92	2.93
24	2.95	2.95	2.95	2.94	2.94
25	2.97	2.97	2.96	2.96	2.96
25 26	2.99	2.99	2.98	2.97	2.98
27	3.01	3.00	3.00	2.99	2.99
28	3.03	3.02	3.02	3.01	3.01
29	3.04	3.04	3.04	3.03	3.03
		200	2.00	2.05	2.05
30	3.07	3.06	3.06	3.05	3.05 3.07
31	3.09	3.09	3.08	3.07	3.09
32	3.11	3.11	3.10	3.09 3.11	3.12
33 34	3.13 3.16	3.13 3.16	3.13 3.15	3.14	3.14
34	3.10	3.10	3.13	3.14	3.14
35	3.18	3.18	3.18	3.16	3.17
36	3.21	3.21	3.20	3.19	3.19
37	3.24	3.24	3.23	3.21	3.22
38	3.27	3.27	3.26	3.24	3.24
39	3.30	3.30	3.29	3.27	3.27
40	3.33	3.33	3.32	3.30	3.30
41	3.37	3.36	3.35	3.33	3.34
42	3.40	3.40	3.38	3.36	3.37
43	3.44	3.44	3.42	3.39	3.40
44	3.48	3.48	3.45	3.43	3.44
45	2 52	3.52	3,49	3.47	3.48
45 46	3.52 3.57	3.5∠ 3.56	3.49	3.47 3.50	3.51
46 47	3.57	3.60	3.53 3.57	3.54	3.55
48	3.66	3.65	3.62	3.58	3.60
49	3.71	3.70	3.66	3.63	3.64
10	3.71	5.70	0.00		
			. 74	0.67	2.60
50	3.76	3.75	3.71	3.67	3.69
51	3.82	3.80	3.75	3.72	3.74 3.79
52	3.88	3.86	3.81 3.86	3.77 3.82	3.79 3.84
53 54	3.94 4.00	3.92 3.98	3.86	3.88	3.90
J4	7.00	3.30	J.J.1	3.00	

Seco	nd and 1	hird Op	tions:	Life Inc	pme
Age		10	20		
of	No	Years	Years	Cash	Instalmen
Payee	Refund	Certain	Certain	Refund	Refund
55	4.07	4.05	3.97	3.93	3.95
56	4.14	4.12	4.03	3.99	4.02
57	4.22	4.19	4.09	4.06	4.08
58	4.30	4.27	4.15	4.12	4.15
59	4.39	4.35	4.21	4.19	4.22
60	4.48	4.44	4.28	4.26	4.29
61	4.58	4.53	4.35	4.34	4.37
62	4.68	4.63	4.41	4.42	4.45
63	4.79	4.73	4.48	4.50	4.54
64	4.91	4.84	4.55	4.58	4.63
65	5.04	4.95	4.62	4.68	470
66	5.17	5.07	4.69	4.77	4.73 4.83
67	5.32	5.20	4.76	4.87	4.93
68	5.48	5.33	4.83	4.98	4.93 5.04
69	5.64	5.47	4.89	5.09	5.16
70	5.82	5.62	4.96	5.20	5.28
71	6.01	5.77	5.02	5.32	5.41
72	6.22	5.92	5.08	5.45	5.55
73	6.44	6.09	5.13	5.59	5.69
74	6.67	6.26	5.18	5.72	5.84
75	6.92	6.43	5.23	5.87	6.00
76	7.19	6.61	5.27	6.02	6.17
77	7.48	6.79	5.31	6.18	6.34
78	7.79	6.97	5.34	6.35	6.53
79	8.12	7.15	5.37	6.53	6.72
00	المبم				
80	8.48	7.34	5.40	6.71	6.93
81	8.85	7.52	5.42	6.90	7.14
82	9.25	7.69	5.44	7.11	7.36
83	9.67	7.87	5.46	7.31	7.59
84	10.13	8.04	5.47	7.53	7.84
**85	10.62	8.20	5.48	7.78	8.09

* and under ** a	ınd	over
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C:	47 1 14 -				
Sixth Up	tion: Life	Incom	e for Ti	wo Live	S
Age of One	Age of C	Other Pay	ee (Male)		
Payee	55	60	65	70	75
(Female)					
	Joi	nt and S	urvivor		
55	\$3.63	\$3.75	\$3.85	\$3.93	\$3.98
60	3.75	3.92	4.08	4.21	4.31
65	3.85	4.08	4.31	4.52	4.69
70	3.93	4.21	4.52	4.83	5.12
75	3.98	4.31	4.69	5.12	5.57
80	4.02	4.38	4.82	5.36	5.97
	Joint and Su	rvivor, '	10 Years	Certain	
55	\$3.63	\$3.75	\$3.85	\$3.93	\$3.98
60	3.75	3.92	4.08	4.20	4.30
65	3.85	4.08	4.30	4.51	4.68
70	3.93	4.20	4.51	4.82	5.10
75	3.98	4.30	4.68	5.10	5.51
80	4.01	4.37	4.80	5.32	5.87
	Joint a	nd 2/3 t	o Survivo	r	
55	\$3.91	\$4.08	\$4.26	\$4,46	\$4,68
60	4.08	4.28	4.50	4.74	5.00
65	4.26	4.50	4.77	5.07	5.40
70	4.46	4.74	5.07	5.45	5.87
75	4.68	5.00	5.40	5.87	6.40
80	4.90	5.27	5.73	6.30	6.98
Payments	for other	anec	will he	hetour	by the

Payments for other ages will be quoted by the Company on request.

The rates shown above are based on an interest rate of 3% per year; and on mortality: using a 50/50 male/female weighting; based on the Individual Annuitant Mortality Table for 1983; and with projection on Scale G to the year 2000 and then on Scale B Modified to year 2035.

New England Life Insurance Company 501 Boylston Street, Boston, Massachusetts

President

Secretary

Endorsement

As of the Date of Issue, the following is added to the Policy.

75 **Extended Maturity**

The Company agrees to defer the Maturity Date \$3.98 of the Policy to which this Endorsement is attached to the date death proceeds become payable, if that date occurs after the Maturity 5.12 Date shown in Section 1. 5.57

Death Benefit

5.97

5.87

54.68 5.00

5.40

5.87

If the age of the Insured on the Date of Issue is \$3.98 4.30 80 or younger, the Death Benefit after the 4.68 original Maturity Date will be equal to the 5.10 greater of: 5.51

The Cash Value on the date the death proceeds become payable; and

The lesser of: the Face Amount of the Policy as of the original Maturity Date; and the Face Amount of the Policy on the policy anniversary on which the Insured is age 80.

6.98 If the age of the Insured on the Date of Issue is the 81 or older, the Death Benefit after the original Maturity Date will be equal to the Cash Value on the date the death proceeds become payable.

an Cash Value

The Cash Value of the Policy after the original Maturity Date will be calculated as described in for the Cash Value of the Policy Section, except the that the Monthly Deductions will be equal to d to zero.

All riders attached to the Policy, which are in effect on the original Maturity Date, will terminate on that Date.

Surrender of the Policy

You can surrender the Policy for its Net Cash Value at any time.

Premiums

Premiums and unscheduled payments cannot be made after the original Maturity Date, unless the Company sends you a premium notice as provided for in the Grace Period provision.

New England Life Insurance Company 501 Boylston Street, Boston, Massachusetts

President

Secretary

Endorsement

As of the Date of Issue, each Policy or Rider provision that contains any differences based on sex is modified to provide for males and females the same:

- Rates;
- Benefits; or
- Values.

New England Life Insurance Company

Home Office:

501 Boylston Street, Boston, Massachusetts

President

Secretary

	Check the appropriate company. Office Use Only: 00/15/280
PARTI	To Metropolitan Life Insurance Company O MetLife Investors Insurance Company
Application for	300 Park Avenue, New York, NY 10165 New England Life Insurance Company ONE England Life Insurance Company 13045 Yesson Ferry Road, St. Louis, MO 63128
lacividual and	New England Life Insurance Company Seneral American Life Insurance Company General American Life Insurance Company
Multi-Life	The Company Indicated above is referred to as "the Company".
Life Insurance	
SECTION 1	1. PROPOSED INSURED #1
proposed	Name
Insured(s)	Street The New York
	Years at this address* SSN/Tax ID _ Z22 - 46-5325
*If less than 3 years, add prior residence address in	Share Share Number / 362 89 3 4 24 Y Sans sime to call: FROM
Additional Information	Work Phone Number (802 1058 1870 — Posytime of Evening 10 Home of Work Geell
Section, Page 13.	Contribution of Chate / F.
	License Expiration Date 319101
	Martial Status of Single Married O Separated Divorced D Widowed
	Date of Birth 3 9 1973 State/Country of Birth 1970
(
	Annual Earned Income \$ 40,000 Annual Unearned Income \$ 50.10,800
	Employers Name
NOTE: P.O. Box numbers	Street Of Zin 17 XO3
CANNOT be accepted for street addresses.	Position/Title/Duties Director of Marketing Length of Employment 3 yr
10) Substandiesser	
	2. PROPOSED INSURED #2 Life 2, Spouse, Designated Life, Person to be covered under Applicant's Walver of Premium Benefit
	Relationship to Proposed Insured #1
	Name
If address is same	StreetState Zip
as Proposed Insured #1,	Years at this address* SSN/Tax ID
write "SAME".	Home Phone Number () Best time to call:
,	m m. where CT Evening
	Cell Phone Number (
	Drivor's License Number Expiration Date Issue Date Expiration Date
ADDITIONAL	
INSUREDS: See Supplemental	
Forms Package.	Date of Birth State/Country or same Sex
	Annual Ungained income a
	Employer's Name
	311315 231
	Position/Title/Duties Length of Employment
	imminininininininininininininininininin
ADDITIONAL INSUREDS: See Supplemental Forms Package. ENS-7-05 FF	(O2)
EN8-7-05 FF	· · · · · · · · · · · · · · · · · · ·

If more space	e is needed, please us	e the Ad	ditional Inf	ormatio	n Section, Pa	ge 13.
A. Are any p IF YE5, plea Amount o	ersons to be insured a de use provide: of existing insurance or	ependent spouse	of Proposed	Insured sed Insur	\$ \$	'ES Ø'NO
B. 1. Are an IF YES, plea	B. 1. Are any persons to be insured a dependent minor? IF YES, please provide: Amount of existing insurance on father/guardian					
Amount	of existing insurance of insurance of insurance applied for	n mother or on mot	/guardian ther/guardia	n .	\$	
2. Are all	I siblings of this dependence provide details:	nt minor	equally Insu	red?		YES FING
A. Do any of for life in other co	of the Proposed Insureds nsurance (L) or annuity (A Impany?	or Owner A) contrac	rs have any i its with this	Of Girty	1 /	ÝES □ NO YES □ NO
Proposed Insured	ovide details on Propose Company	Type (L, A)	Amount of Insurance	Year of Issue	Accidental Death Amount	Existing or Applied for
(#1, #2, other)	New England	1				D E
	Nan Crylana					O.F.
						DE DE
						GĀ GĀ
insurane (LTC) ap IF YES, p	ce (D) or critical illness in opplied for or planned with rovide: Proposed Insure	ion, has ti	ompany or i	ts affiliat Ty or will the	es? C pe (D,C,LTC) _ are be with vithdrawal,	YES CI N
	3. DEPEND A. Are any p IF YES, plea Amount of B. 1. Are an IF YES, plea Amount Amount Amount Amount Amount Amount Amount The plea The proposed Insured (#1, #2, other) B. Do any IF YES, proposed Insured (#1, #2, other) B. Do any IF YES, proposed Insured (#1, #2, other) CITC) ap IF YES, proposed Insured (#1, #2, other)	3. DEPENDENT SPOUSE or MINO A. Are any persons to be insured a diff YES, please provide: Amount of existing insurance or Amount of insurance applied for Amount of existing insurance or Amount of insurance applied for 2. Are all siblings of this dependent of the Proposed Insureds for life insurance (L) or annuity (Amount of the Proposed Insureds for life insurance (L) or annuity (Amount of the Proposed Insured (11, #2, other) B. Do any of the Proposed Insureds Insured (11, #2, other) New England B. Do any of the Proposed Insureds Insurance (D) or critical illness in (LTC) applied for or planned with IF YES, provide: Proposed Insured Proposed Insured (12, #2, other) 2. REPLACEMENT	3. DEPENDENT SPOUSE or MINOR A. Are any persons to be insured a dependent IF YES, please provide: Amount of existing insurance on spouse of Amount of insurance applied for on spouse of Amount of insurance applied for on father/of Amount of insurance applied for on father/of Amount of insurance applied for on father/of Amount of insurance applied for on more Amount of insurance applied for on more Amount of insurance applied for on more applied for on annuity (A) contract of the insurance (L) or annuity (A) contract of the proposed insured (MI, MI). B. Do any of the Proposed Insureds have any insurance (D) or critical illness insurance (L, A). New England B. Do any of the Proposed Insured have any insurance (D) or critical illness insurance (L, A). New England Company Type (L, A) New England Proposed Insured have any insurance (D) or critical illness insurance (L, A). Representation with this application has the proposed insured (MI), #2, Representation with this application has the proposed insured (MI), #2, Representation with this application has the proposed insured (MI), #2,	3. DEPENDENT SPOUSE or MINOR A. Are any persons to be insured a dependent spouse? IF YES, please provide: Amount of existing insurance on spouse of Proposed Amount of insurance applied for on spouse of Proposed. B. 1. Are any persons to be insured a dependent minor? IF YES, please provide: Amount of existing insurance on father/guardian Amount of insurance applied for on father/guardian Amount of insurance applied for on mother/guardian 2. Are all siblings of this dependent minor equally insurance Insurance (L) or annuity (A) contracts with this other company? IF VES, provide details on Proposed Insured only: Proposed insurance (L) or annuity (A) contracts with this other company? IF VES, provide details on Proposed Insured only: New Company Type Amount of Insurance (D) or critical illness insurance (C) or long te (LTC) applied for or planned with THIS Company or in IF YES, provide: Proposed insured(#1, #2, other) 2. REPLACEMENT 2. REPLACEMENT	3. DEPENDENT SPOUSE or MINOR A. Are any persons to be insured a dependent spouse? IF YES, please provide: Amount of existing insurance on spouse of Proposed Insured Amount of insurance applied for on spouse of Proposed Insured. B. 1. Are any persons to be insured a dependent minor? IF YES, please provide: Amount of existing insurance on father/guardian Amount of insurance applied for on father/guardian Amount of insurance applied for on mother/guardian Amount of insurance applied for on mother/guardian 2. Are all siblings of this dependent minor equally insured? IF NO, please provide details: 1. EXISTING or APPLIED FOR INSURANCE A. Do any of the Proposed Insureds or Owners have any exisiting of or life insurance (L) or annuity (A) contracts with this or any other company? Proposed Insured (L) Amount of Insurence (L) Or iong term care (L) C) applied for or planned with THIS Company or its affiliat IF YES, provide: Proposed Insured(#1, #2, other)	A. Are any persons to be insured a dependent spouse? IF YES, please provide: Amount of existing insurance on spouse of Proposed Insured Amount of insurance applied for on spouse of Proposed Insured B. 1. Are any persons to be insured a dependent minor? IF YES, please provide: Amount of existing insurance on father/guardian Amount of insurance applied for on father/guardian Amount of insurance applied for on mother/guardian Amount of insurance applied for on mother/guardian 2. Are all siblings of this dependent minor equally insured? IF NO, please provide details: 1. EXISTING or APPLIED FOR INSURANCE A. Do any of the Proposed Insureds or Owners have any existing or applied for life insurance (L) or annuity (A) contracts with this or any other company? Proposed Insured Owner IF YES, provide details on Proposed Insured only: B. Do any of the Proposed Insureds have any application for disability insurance (D) or critical illness insurance (C) or long term care insurance (LTC) applied for or planned with THIS Company or its affiliates? IF YES, provide: Proposed Insured(#1, #2, other)

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IF YES, complete the 1035 Exchange Authorization for each affected policy.

	If more space is needed, please use the Additional Months
SECTION 3 Owner	IDENTITY of PRIMARY OWNER (Check one.) Proposed Insured #1 Complete Question 1 ONLY. Proposed Insured #2 Complete Question 1 ONLY. Other Person Complete Questions 1 and 2. Entity Complete Question 3 ONLY.
If U.S. Driver's License already provided, no further information is required.	1. OWNER IDENTIFICATION D.S. Driver's License already provided on page 1 (Proposed Insured) 2. U.S. Driver's License □ Green Card □ Passport □ Other
NOTE: RO. Box numbers CANNOT be accepted for street addresses.	Name Dana Logn Doore Street 12009 Tallesia Place Unit 33 City Reston State VAZip 20190
is acting on behalf of a minor under UTMA/ UGMA, please complete Additional Owner Form in Supplemental Forms package.	Phone Number 1790 Country of Permanent Residence USA Citizenship LISA Country of Permanent Residence USA Date of Birth 2008 20 67.7 SSN/Tax ID 222-46-5346 Relationship to Proposed Insured(s) SISHC Employer's Name 1/0 tonal Confectioners P.SSO Street 8320 Old Country of Permanent Residence USA City Vunna State Vazip 22182 Position/Fitle/Duties Exubs 18 Mgr Length of Employment 345. City Check if you wish ownership to revert to Insured upon Owner and Contingent Owner's death.
IF TRUST Complete Trust Certification form in Supplemental Forms Package. IF BUSINESS Complete Business Supplement form	3. ENTITY/TRUST AS OWNER Entity/Trust Type: C Corporation S Corporation Trust Partnership Date of Trust Tax ID Number Date of Trust Name of Entity/Trust Name of Trustee(s) Street City State Zip Proposed Insured(s) Relationship to Entity Nature of Business Phone
in Supplemental Forms Package	is entity publicly traded?

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If more space is needed, please use the Additional Information Section, Page 13.

	NOTE: Federal law states if you leave someone with special needs any assets over					
SECTION 4 Beneficiary(les)	\$2,000, they may lose eligibility for most government benefits.					
	Contingent Beneficiaries ONLY Check here if you want any and all living and future natural or adopted children of Proposed Insured #1 to be included as Contingent Beneficiaries. Name any living children as beneficiaries below.					
,	D PRIMARY					
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					
DO NOT COMPLETE	Street Cal Cale Stice Lucap 141 A Silverlage					
if Primary Beneficiary is	City America Con Pehobeth State DE Zip 19971					
came as Trust or	City City State 222 CD CO					
Entity Owner.	Date of Birth 8 ar. 41 228/ SSN/Tax ID 2202 600 9839					
If there is a court	Relationship to Proposed Insured(s) Partaler					
appointed legal Guardian	Percent of Proceeds 🚅 🔾 (Multiple Beneficiaries will receive an equal percentage of proceeds unless otherwise instructed.)					
name and address in Additional Information	☐ PRIMARY ☐ CONTINGENT					
Section, Page 13.	Name Dacia misore					
	12000 Tollesia Dicce Whit 33					
	State V AZip 30/70					
	Date of Birth 2 22 1500 77 SSN/Tax ID 223-460005.346					
	Relationship to Proposed Insured(s)					
	Relationship to Proposed Insured(s)					
	Percent of Proceeds: 50 (Multiple Beneficiaries will receive on equal percentage of proceeds unless otherwise instructed.)					
	☐ PRIMARY ☐ CONTINGENT					
	Name					
	Stroot					
	CityStateZip					
1 1	Date of Birth where the SAY THE SSN/Tax ID Set repaired					
- \ \	Relationship to Proposed Insured(s)					
\sim \sim \sim \sim	Relationship to Proposed Insured(s)					
$\langle U \rangle$	Percent of Proceeds(Multiple Beneficiaries will receive an equal percentage of proceeds unless otherwise instructed.)					
SECTION 5	Custodian's name					
Custodian	and the state of t					
acting	under the Uniform Transfers (or Gifts) to Minors Act.					
for Minor						
Beneficiary(ies)	Street 7in					
	CityStateZip					
	Relationship to Minor(s)					

	Check the appropriate company.
	Proposed Insured: Dania Moore
Additional Owners	☐ Metropolitan Life Insurance Company ☐ MetLife Investors USA Insurance Company ☐ MetPopolitan Life Insurance Company ☐ General American Life Insurance Company ☐ MetLife Investors Insurance Company ☐ Metropolitan Tower Life Insurance Company The Company indicated above is referred to as "the Company". This supplement will be attached to and become part of the application with which it is used.
SECTION 1 Joint or Contingent Owner	IDENTITY of JOINT or CONTINGENT OWNER (if applicable) TYPE: ② Joint ② Contingent IDENTITY: ② Proposed Insured #1 Complete Question 1 ONLY. ③ Proposed Insured #2 Complete Question 1 ONLY.
	BOther Person Complete Questions 1 and 2.
If U.S. Driver's License already provided, no further information is required.	JOINT or CONTINGENT OWNER IDENTIFICATION U.S. Driver's License already provided on page 1 of Application PU.S. Driver's License Green Card Passport Other Issuer of ID DE ID Issue Date 5-12-5 ID Reference Number 1214888 ID Expiration Date 3-47
NOTE: P.O. Box numbers CANNOT be accepted for street addresses	Name Derrek Brace Mandore Street 141 A SIVERIAL SINTER City Rehabeth State DE Zip 19971 Phone Number 303 245 - 0666 Citizenship USA Country of Permanent Residence USA Date of Birth 308111 40 1888/ SSNTax ID 222 - 62 - 9839 Relationship to Proposed Insured(s) Drother Employer's Name MBM Constructs on LUC Street 141 A SIVERIAL Dr
107	Street 1777 Street State DE Zip 19971 City Renobeth State DE Zip 19971 Position/Title/Duties Owner Length of Employment 22 mt
SECTION 2 Custodian acting on behalf of Owner	Custodian's name _ABSY
	Relationship to Minor(s) U.S. Driver's License Green Card Passport Other 50 / 20/10/10/10/10/10 ID Issue Date
	ID Reference Number ID Expiration Date

Information Regarding Insurance Applied for Group Conversion*		If more space is needed, prease uso the Additional information section, -3					
For variable Life, also complete Variable Life Supplement.	TECTION 6	1. PRODUCT & FACE AMOUNT					
Face Amount \$	SECTION	Product Name Vanable Life					
Optional Benefits and Rilders: Optional Benefits and Rilders: Optional Benefits and Rilders: Optional Period(s): Complete these forms, if applicable: *Complete these forms, if applicable: *ADBR *Complete these forms can be found in the Supplemental Forms Package. *Check here if □ alternate OR □ additional policy is requested and provide full details below. Include SIGNED & DATED illustration for each policy inquested. *Check here if □ alternate OR □ additional policy is requested and provide full details below. Include SIGNED & DATED illustration for each policy inquested. *Check here if □ alternate OR □ additional policy is requested and provide full details below. Include SIGNED & DATED illustration for each policy inquested. *Check here if □ alternate OR □ additional policy is requested and provide full details below. Include SIGNED & DATED illustration for each policy inquested. *ADDITIONAL INFORMATION for WHOLE LIFE PRODUCTS Do you request automatic payment of premium in default by Policy Loan (for traditional plans), if available? Dividend Options. □ Accumulations/DWI □ Other **ADDITIONAL INFORMATION for UNIVERSAL LIFE/VARIABLE LIFE PRODUCTS Planned Premium Amount: Year 1 \$	Regarding	Face Amount \$ 1, 500, 000 (Complete Personal Financial Supplement if \$1,000,000 or more.)					
Complete these forms, option Period(s):	impilitance	☐ Group Conversion					
*Complete these forms, if applicable: *ADBR *Enricher/Equity Additions *Group Conversion *GsPO+ These forms can be found in the Supplemental Forms Package. *Check here if □ alternate OR □ additional policy is requested and provide full details below. Include SIGNED & DATED illustration for each policy requested. *ADDITIONAL INFORMATION for WHOLE LIFE PRODUCTS Do you request automatic payment of premium in default by Policy Loan for traditional places, if available? *ADDITIONAL INFORMATION for UNIVERSAL LIFEVARIABLE LIFE PRODUCTS Do you request automatic payment of premium Reduction □ Cash □ Accumulations/DWl □ Other **Special Requests/Other: □ Save Age □ Specific Policy Date □ Other **Check here if □ alternate OR □ additional policy is requested and provide full details below. Include SIGNED & DATED illustration for each policy requested. **Do you request automatic payment of premium in default by Policy Loan for traditional plans, if available? Dividend Options: □ Paid-up Additions □ VAI Equity Additions* □ Premium Reduction □ Other **3. ADDITIONAL INFORMATION for UNIVERSAL LIFEVARIABLE LIFE PRODUCTS Planned Premium Amount: Year 1 \$	Applied for	Optional Benefits and Riders:					
*Complete these forms, if applicable: - ADBR *Corricher/Equity Additions* - Group Conversion (SPO) - These forms can be found in the Supplemental Forms Package. - Check here if alternate OR additional policy is requested and provide full details below. Include SIGNED & DATED illustration for each policy requested. - Check here if alternate OR additional policy is requested and provide full details below. Include SIGNED & DATED illustration for each policy requested. - Check here if alternate OR additional policy is requested and provide full details below. Include SIGNED & DATED illustration for each policy requested. - Check here if alternate OR additional policy is requested and provide full details below. Include SIGNED & DATED illustration for each policy requested. - Check here if alternate OR additional policy is requested and provide full details below. Include SIGNED & DATED illustration for each policy requested. - Check here if alternate OR additional policy is requested and provide full details below. Include SIGNED & DATED illustration for each policy requested. - Check here if alternate OR additional policy is requested and provide full details below. Include SIGNED & DATED illustration for each policy requested. - Check here if additions alternate OR payment of premium in default by Policy Loan (for traditional plans), if available? - Paid-up Additions Accumulations/DWI - Other - 3. ADDITIONAL INFORMATION for UNIVERSAL LIFE/VARIABLE LIFE PRODUCTS - Planned Premium Amount: Year 1 \$		Guaranteed Survivor Plus Purchase Options (GSPO+)*					
*Complete these forms. if applicable: *ADBR *Enricher/Equity Additions *Group Conversion *GspO+ These forms can be found in the Supplemental Forms Package. *Check here if □ alternate OR □ additional policy is requested and provide full details below. Include SISNED & DATED illustration for each policy requested. *ADDITIONAL INFORMATION for WHOLE LIFE PRODUCTS Do you request automatic payment of premium in default by Policy Loan (for traditional plans), if available: For Variable Life, also complete Variable Life Supplement. For Variable Life, also complete Variable Life Supplement Information for WHOLE LIFE PRODUCTS Planta Life (Day No. Care Complete Variable) Planta Life (Day No. Care Complete Variable) Planta Life (Day No. Care Complete Variable) Day Life (Day No.	,	1 am at the manufacture improved Donotti (CSIR)					
*Complete these forms, if applicable: *ADBR* *Enricher/Equity Additions *Group Conversion *GSPO+ These forms can be found in the Supplemental Forms Package. **Check here if **Olther** Check here if **Olther** **Check here if **Olther** **Other** **Check here if **Olther** **Other** **Check here if **Olther** **Other** **Ot		☐ Term Rider Specify:					
#Complete these forms, if applicable: ADBR #Enricher/Equity Additions Group Conversion GSPO+ These forms can be found in the Supplemental Forms Package. Check here if alternate OR additional policy is requested and provide full details below. Include SIGNED & DATED illustration for each policy requested. Check here if alternate OR additional policy is requested and provide full details below. Include SIGNED & DATED illustration for each policy requested. Paid-up Additions VAI Equity Additions* Premium Reduction							
Disability Waiver (DW) Specify: Specify	*Complete these forms,	Enricher Options (PAIR/VABR)* Specify:					
*Enronerit-quily Additions * Group Conversion * Gro	if applicable:	☐ Long Term Care Guaranteed Purchase Option (LTC-GPO)					
Additions Group Conversion Group Conversion Special Requests/Other: Special Requests/Other Other Special Requested of policy requested and provide test. Special Requested of policy requested. Special Requested of policy requested. Special Requested of policy req	Enricher/Equity						
Special Requests/Johns: These forms can be found in the Supplemental Forms Package. Other	Additions	Other					
be found in the Supplemental Forms Package. Check here if alternate OR additional policy is requested and provide full details below. Include SIGNED & DATED illustration for each policy requested. 2. ADDITIONAL INFORMATION for WHOLE LIFE PRODUCTS Do you request automatic payment of premium in default by Policy Loan (for traditional plans), if available? Dividend Options: Paid-up Additions VAI Equity Additions* Premium Reduction Cash Accumulations/DWI Other 3. ADDITIONAL INFORMATION for UNIVERSAL LIFE/VARIABLE LIFE PRODUCTS Planned Premium Amount: Year 1 \$ Excess/Lump Sum \$ Duration of premium payments Planned annual unscheduled payment (if applicable): \$ Renewal Premium (if applicable): \$ Death Benefit Option/Contract Type Definition of Life insurance Test: Guideline Premium Test Cash Value Accumulation Test (if available under policy applied for) Guaranteed to age: (VAL only) 165 175 85 5 years Cheer 4. ADDITIONAL INFORMATION for QUALIFIED PLANS	•G5PÖ+	Special Requests/Other:					
The Supplemental Forms Package. Check here if alternate OR additional policy is requested and provide full details below. Include SIGNED & DATED illustration for each policy requested. 2. ADDITIONAL INFORMATION for WHOLE LIFE PRODUCTS Do you request automatic payment of premium in default by Policy Loan (for traditional plans), if available? Dividend Options: Paid-up Additions VAI Equity Additions* Premium Reduction Cash Accumulations/DWI Other 3. ADDITIONAL INFORMATION for UNIVERSAL LIFE/VARIABLE LIFE PRODUCTS Planned Premium Amount: Year 1 \$							
Check here if alternate OR additional policy is requested and provide full details below. Include SIGNED & DATED illustration for each policy requested. 2. ADDITIONAL INFORMATION for WHOLE LIFE PRODUCTS Do you request automatic payment of premium in default by Policy Loan (for traditional plans), if available? Dividend Options: Paid-up Additions VAI Equity Additions* Premium Reduction Cash Accumulations/DWI Other 3. ADDITIONAL INFORMATION for UNIVERSAL LIFE/VARIABLE LIFE PRODUCTS Planned Premium Amount: Year 1 \$	the Supplemental	C) Other					
2. ADDITIONAL INFORMATION for WHOLE LIFE PRODUCTS Do you request automatic payment of premium in default by Policy Loan (for traditional plans), if available? Dividend Options: Paid-up Additions	Forms Package.	The state of the s					
2. ADDITIONAL INFORMATION for WHOLE LIFE PRODUCTS Do you request automatic payment of premium in default by Policy Loan (for traditional plans), if available? Dividend Options: Paid-up Additions		Check here if alternate OR additional policy is requested and provide full details below. Include SIGNED & DATED illustration for each policy requested.					
2. ADDITIONAL INFORMATION for WHOLE LIFE PRODUCTS Do you request automatic payment of premium in default by Policy Loan (for traditional plans), if available? Dividend Options: Paid-up Additions VAI Equity Additions* Premium Reduction Cash Other 3. ADDITIONAL INFORMATION for UNIVERSAL LIFE/VARIABLE LIFE PRODUCTS Planned Premium Amount: Year 1 \$							
Do you request automatic payment of premium in default by Policy Loan (for traditional plans), if available? Dividend Options: Paid-up Additions Accumulations/DWI Other 3. ADDITIONAL INFORMATION for UNIVERSAL LIFE/VARIABLE LIFE PRODUCTS Planned Premium Amount: Year 1 \$							
Do you request automatic payment of premium in default by Policy Loan (for traditional plans), if available? Dividend Options: Paid-up Additions Accumulations/DWI Other 3. ADDITIONAL INFORMATION for UNIVERSAL LIFE/VARIABLE LIFE PRODUCTS Planned Premium Amount: Year 1 \$		THE PROPERTY OF THE PROPERTY O					
Paid-up Additions							
Paid-up Additions		Do you request automatic payment of premium in default by Policy Loan (for traditional plans), if available?					
For Variable Life, also complete Variable Life Supplement. Duration of premium Amount: Year 1 \$ Excess/Lump Sum \$ Duration of premium payments Planned annual unscheduled payment (if applicable): \$ Death Benefit Option/Contract Type Definition of Life Insurance Test: Guideline Premium Test Cash Value Accumulation Yest (if available under policy applied for) Guaranteed to age: (VUL only) 165 75 185 5 years Other Other		and the contract of the contra					
For Variable Life, also complete Variable Life Supplement. 3. ADDITIONAL INFORMATION for UNIVERSAL LIFE/VARIABLE LIFE PRODUCTS Planned Premium Amount: Year 1 \$ Excess/Lump Sum \$							
3. ADDITIONAL INFORMATION for UNIVERSAL LIFE/VARIABLE LIFE PRODUCTS Planned Premium Amount: Year 1 \$ Excess/Lump Sum \$ Duration of premium payments Planned annual unscheduled payment (if applicable): \$ Renewal Premium (if applicable): \$ Death Benefit Option/Contract Type Definition of Life insurance Test: ☐ Guideline Premium Test ☐ Cash Value Accumulation Test (if available under policy applied for) Guaranteed to age: (VUL only) ☐ 65 ☐ 75 ☐ 85 ☐ 5 years ☐ Other 4. ADDITIONAL INFORMATION for QUALIFIED PLANS	A)						
For Variable Life, also complete Variable Life Supplement. Planned Premium Amount: Year 1 \$ Excess/Lump Sum \$ Duration of premium payments Planned annual unscheduled payment (if applicable): \$ Renewal Premium (if applicable): \$ Death Benefit Option/Contract Type Definition of Life insurance Test: □ Guideline Premium Test □ Cash Value Accumulation Test (if available under policy applied for) Guaranteed to age; (MUL only) □ 65 □ 75 □ 85 □ 5 years □ Other 4. ADDITIONAL INFORMATION for QUALIFIED PLANS							
Duration of premium payments Planned annual unscheduled payment (if applicable): \$ Renewal Premium (if applicable): \$ Death Benefit Option/Contract Type Definition of Life insurance Test: □ Guideline Premium Test □ Cash Value Accumulation Test (if available under policy applied for) Guaranteed to age: (VUL only) □ 65 □ 75 □ 85 □ 5 years □ Other 4. ADDITIONAL INFORMATION for QUALIFIED PLANS		Planned Premium Amount: Year 1 \$Excess/Lump Sum \$					
Planned annual unscheduled payment (if applicable): \$ Renewal Premium (if applicable): \$ Death Benefit Option/Contract Type Definition of Life insurance Test: □ Guideline Premium Test □ Cash Value Accumulation Test (if available under policy applied for) Guaranteed to age: (NUL only) □ 65 □ 75 □ 85 □ 5 years □ Other 4. ADDITIONAL INFORMATION for QUALIFIED PLANS	complete Variable	Duration of premium payments					
Renewal Premium (if applicable): \$ Death Benefit Option/Contract Type Definition of Life insurance Test: □ Guideline Premium Test □ Cash Value Accumulation Test (if available under policy applied for) Guaranteed to age: (NUL only) □ 65 □ 75 □ 85 □ 5 years □ Other 4. ADDITIONAL INFORMATION for QUALIFIED PLANS	The state of the s	Planned annual unscheduled payment (if applicable): \$					
Death Benefit Option/Contract Type Definition of Life Insurance Test:		Renewal Premium (if applicable): \$					
Definition of Life insurance Test: Guideline Premium Test Cash Value Accumulation Test (if available under policy applied for) Guaranteed to age; (AUL only) 65 75 85 5 years Other 4. ADDITIONAL INFORMATION for QUALIFIED PLANS		Death Benefit Option/Contract Type					
4. ADDITIONAL INFORMATION for QUALIFIED PLANS		Definition of Life insurance Test: Guideline Premium Test G Cash Value Accumulation Test					
(数) (2) (2) (2) (2) (2) (3) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4		Guaranteed to age: (VUL only) 1 65 0 75 0 85 0 5 years 1 Other					
Outstad New Overlifted Blan Averlan		4. ADDITIONAL INFORMATION for QUALIFIED PLANS					
* Organicative List transfer L		Qualified/Non-Qualified Plan number					
2002/2017/2014 B. C. CONTROL OF THE PROPERTY O							

0				The state of the s			
SECTION 7	1. PAYMENT MODE						
Payment	Direct Bill:	2 Annual	C Semi-Annual	 Quarterly 			
Information	Electronic Payment:	☐ Monthly					
If Monthly Electronic Payment is chosen, complete Electronic Payment Account Agreement.	Special Account: Additional Details:		t Allotment	·			
		Viutual Fund/Brol	kerage Account 📵 N	Ack all that apply.) Money Market Fund			
			•	111 Dev			
NOTE: It is Company Policy to	3. PAYMENT Amount collected with	annlication 5	. 1				
not accept cash, traveler's checks, or money orders	(Must equal at least one moi	nthly premium.)					
as a form of payment for Variable Life Products.	Premium Payor: ☐ Proposed Insured #1	C) Prop	oosed Insured #2	☐ Primary Owner			
	Relationship to Prop	insed Insured(s) :) evelopm and owner end	ent player / owner			
	4. BILLING ADDRESS INFORMATION						
· \$ 24	☐ Proposed Insured #1 Address ☐ Proposed Insured #2 Address						
	Primary Owner's Add						
	Street 141 A S. (VRC) and DC						
表現 (1757) 最終的	Street 141 A	werran		State OCZip _ 1987 /			
	U Special Arrangemen		-	aldie - Little - Litt			
	- openin / nedigenier	*O					
	/	**************************************					

E-Mail	Proposed Insured #1 _						
Addresses	Proposed Insured #2 _						
	Primary Owner						
	Joint/Contingent Own						

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, and an address of the second	Additional information Sect	ion. Page 13.
	If more space is needed, please use the Additional Information Sect The following questions are to be answered for ALL persons to be insured	I, including those
SECTION 8	The following questions are to be allowed to covered by any riders applied for.	
General Risk Questions	1. Within the past three years has ANY person to be insured flown in a plane other than as a passenger on a scheduled airline or have plans for such activity within the next year? 1. Within the past three years has a passenger on a scheduled airline or have plans for such activity within the next year? 1. Within the past three years has ANY person to be insured.	C) YESOTO NO
tf you need more space, please use the Additional information Section, Page 13.	 Within the past three years has ANY person to be insured participated or Intend to participate in any of the following: Underwater sports - (SCUBA diving, skin diving, or similar activities); Sky sports - (skydiving, hang gliding, parachuting, ballooning or similar activities); Racing sports - (motorcycle, auto, motor boat or similar activities); Rock or mountain climbing or similar activities; Bungee jumping or similar activities? IF YES, complete a separate Avocation Supplement for each applicable Proposed insured. 	I in □ YESTÆNO
	3. Within the past two years has ANY person to be insured traveled or resided outside the U.S. or Canada? IF YES, for each occurence, please provide Proposed Insured, duration, country and purpose. Bermun - pleasure - july 05 - 2d	A YES AND
	4. Within the next two years does ANY person to be insured Intend to travel or reside outside the U.S. or Canada? IF YES, for each occurence, please provide Proposed Insured, duration, country and purpose.	□ AES Þýno
•		
. 1		
YO_{r}	5. CITIZENSHIP/RESIDENCY A. Are all persons to be insured U.S. Citizens? IF NO, please provide details:	TYES (1 NO
	Country of Citizenship	
	Visa Number ———Visa Number	
	Length of Time III u.s.	***************************************
	Check here if currently applying for a Social Security number.	•
	B. Are all persons to be insured permanent residents of the United States?	RYES □ NO
	IF NO, please provide details:	
	Proposed insured(s) Country of Residence	······································
	Country of Residence	



	If more space is needed, please use the Additional Information Section	, Page 13.
SECTION 8	The following questions are to be answered for ALL persons to be insured, in covered by any riders applied for.	duding those
General Risk Questions (continued)	chem, etc.) or urcorne soparimes re-At bareat annu	O YES DINO
	Proposed Insured(s) Date Last Used	
	Type	
	Amount/Frequency	
If you need more space, please use the Additional Information	7. Has ANY person to be insured: EVER had a driver's license suspended or revoked; EVER been convicted of DUI or DWI; or had, in the last five years, any moving violations? IF YES, please provide Proposed Insured, date and violation.	☐ YES ØNO
Section, Page 13.	Proposed Insured(s)	
	Details:	
	8. Has any person to be insured EVER had an application for life, disability income or health insurance declined, postponed, rated or modified or required an extra premium? IF YES, please provide details:	∏ YES⊅Ž.NO
	Proposed Insured(s)	***
	Details:	to the same of the
	9. Are all persons to be insured: actively at work; or a homemaker performing regular household duties; or a student attending school regularly? IF NO, please provide details:	Ø(YES □ NO
	Proposed Insured(s)	
. 1\	Details:	
Please answer these	10. LONG TERM CARE GUARANTEED PURCHASE OPTION RIDER	
questions only if requesting the Long Term Care Guaranteed Purchass Option Rider.	the same state of the same sta	T YES D NO
Ohrion man		
	Proposed Insured(s)	
	B. Does any person to be insured under this rider need any assistance or supervision with any of the following activities: bathing; dressing; walk moving in/out of a chair or bod; toileting; continence; or raking medication?	ing; VES INO
	Proposed Insured(s)	



care facility who can provide the most
present neath of the
#1 facility is known. Phone Number 302 654-753 Fax Number () State DE 2lp U rc: woole lone, check here #
#1 (7 Proposed Insured #2 e facility is known. Phone Number () Fax Number () State Zip None, check here Cl.
Weight Weight weight Pounds gained Pounds gained

if more space is needed, please use the Additional Information Section, Page 13.

SECTION 2 Medical Questions

(continued)

PLEASE NOTE:
If FULL PARAMEDICAL
exam is required,
completion of Medical
questions is OPTIONAL
but will expedite
your application.

2. Has a parent (P) or sibling (S) of any person to be insured ever had: heart disease; coronary artery disease; high blood pressure; diabetes; or mental illness? If YES ID NO

IF YES, indicate below:

Proposed Insured (#1, #2)	Relationship to Proposed insured			Age at Death	State of Health, Specific Conditions, Cause of Death
	53·P	O S	60		comes by High Blood freskure
A	OP	D S			<u>'</u>
	DР	O S			
	OP	O \$		<u> </u>	

3. Has ANY person to be insured EVER received treatment, attention, or advice from any physician, practitioner or health facility for, or been told by any physician, practitioner or health facility that he/she had:

	Proposed Insured #1	Propused Insured #2	Other Proposed Insured
	YES NO	YES NO	YES NO
A. High blood pressure; chest pain; heart attack; or any other disease or disorder of the heart or circulatory system?	a ts	a n	00
B. Asthma; bronchitis; emphysema; sleep apnea; shortness of breath; or any other disease or disorder of the lungs or respiratory system?	80/ FT	חם	00
C. Seizures; stroke; paralysis; Alzhelmer's disease; multiple sclerosis; memory loss; Parkinson's disease; progressive neurological disorder; headaches; or any other disease or disorder of the brain or nervous system?	n 10/	3 0	0 0

Details: If you answered YES to any of the above questions, please provide details here.

Question Proposed Insured Number Name		Name of Physician Address if not already provided	Date/Duration of Uness	Plagnosis/Severity Medications/Treatment		
2 C		Dr. Sallee	2002	Sports Asthma albuten		
51∋		diagnosed by Dr.)	presil	praito)		
		Witmington DE				

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If more space is needed, please use the Additional Information Section, Page 13.

SECTION 2 Medical Questions

(continued)

PLEASE NOTE:
If FULL PARAMEDICAL
exam is required,
completion of Medical
questions is OPTIONAL
but will expedite
your application.

3. Has ANY person to be insured **EVER** received treatment, attention, or advice from any physician, practitioner or health facility for, or been told by any physician, practitioner or health facility that he/she had:

	Proposed Insured #1		Propo		Prop Insu	osed
•	YES	NO	YES	NO		NO
D. Ulcers; colitis; hepatitis; dirrhosis; or any other disease or disorder of the liver; gallbladder; stomach; or intestines?	0	5 /	a	D	0	ø
E. Any disease or disorder of: the kidney; bladder; or prostate; or blood, protein or pus in the urine?	0	a/	o	o	0	a
F. Diabetes; thyroid disorder; or any other endocrine problem(s)?	g	CV		a	O	O
G. Arthritis; gout; or disorder of the muscles, bones or Joints?	ø	9	a	۵	o	ø
H. Cancer; tumor; polyp; cyst or any skin disease or disorder?	a	1	0	ព	o	n
 Anemia; leukemia; or any other disorder of the blood or lymph glands? 	п	d	П	o	O	ø
J. Depression; stress; anxiety; or any other psychological or emotional disorder or symptoms?	55/	۵	o	a	a	0
K. Any disease or disorder of the eyes, ears, nose, or throat?	٥	6	0	o	0	Щ

Details: If you answered YES to any of the above questions, please provide details here.

Question Number	Proposéd Insured Name	Name of Physician Address if not already provided	Date/Duration of iliness	Diagnosis/Severity Medications/Treatment
3)		DeJones	2/05	Anxiety-3019 medstried
		-no longer	,	medstried _
		being treated		-7010ft
				- Langoro
				total on Meds
				total on Meds
				•

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If more space is needed, please use the Additional Information Section, Page 13.

SECTION 2 4. Has ANY person to be insured: Proposed Proposed Other Medical insured #1 Insured #2 Proposed Insured Questions YES NO YES NO YES NO (continued) A. Currently, or within the past six months, been under observation or received treatment or taken any medication? (Including over-the-counter O a a medications, vitamins, herbal supplements, etc.) B. For the next six months, scheduled any doctor's O O O visits, medical care, or surgery? **PLEASE NOTE:** If FULL PARAMEDICAL C. During the past five years, had at checkup; exam is required, 0 C electrocardiogram; chest x-ray; or medical test? completion of Medical questions is **OPTIONAL** D. During the past five years, had any iliness, injury but will expedite or health condition not revealed above; or have your application. been recommended to have any; hospitalization; surgery; medical test; or medication? O C E. EVER been diagnosed with or treated by a member of the medical profession for Acquired T Immune Deficiency Syndrome (AIDS)? F. EVER tested positive for the AIDS Human Immunodeficiency Virus (HIV) or O J O for antibodies to the AIDS (HIV) virus? G. EVER used heroin, cocaine, barbituates, or other drugs, except as prescribed by a physician

Details: If you answered VES to any of the above questions, please provide details here.

an alcohol or drug problem?

or other licensed practitioner?

H. EVER received treatment from a physician or counselor regarding the use of alcohol, or the use of drugs, except for medicinal purposes; or

received treatment or advice from an organization that assists those who have

Question Number	Proposed Insured Name	Name of Physician Address if not already provided	Date/Duration of Illness	Diagnosis/Severity Medications/Treatment
HA				V. + amins
43+4	HC	Dr Hacker-Wilmingto	DE 1105	- f/u to Jast
		-clastroenteroligist	•	years colonosco py-
		3		diag = 185- no
				meds.
40-		Dr Sallee	\$ 05	blood work for New
	<u></u>			Dr.
43		Dr. Talley	0013 8128100	Oreanancy

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Additional Information	Use this page for any additional information. Attach a separate sheet if necessary.
	37 Coach Hill Dr Newark DE 19711

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Certification	
Agreement/	
Disclosure	

	D13C103(1) C					
	ertification Regarding Sales Illustration Agent certifies that a signed illustration is no An illustration was signed and matches the An illustration was shown or provided but is to the policy as issued will be provided no lat No Illustration conforming to the po- application. An illustration conforming to the If illustration was only shown on a comp	t required by late policy applied different from the time at the time as applied for policy as issued we have the policy as its p	w or the policy od for It is inclu the policy a ne of policy deli or was shown of vill be provided r	applied for is uded with thi pplied for. very. It provided print later than a	not illustrated s application. An illustration for to or at the latter of p	conforming
	An illustration was displayed on a computer but no printed copy of the illustration was provided no later than at the time of policy of and policy information:	rovided. An illusti	ration conformir	ng to the poli	cy as issued wi	De "
	Gender (as illustrated) Rating class (e.g. standard, smoker)	OM OF Preferred Other		Age		Smaker
	3 Type of policy (e.g. L-98, Whole Life) 4. Initial Death Benefit \$	Death	Benefit Option			
	5. Guaranteed Minimum Death Benefit 6. Dividend Option		☐ age 65	☐ age 75	☐ age 85	🗇 5 years
	7. Riders			5	······································	
				\$		······································
				\$		
A	raud Warnings rkansas, Kentucky, Louisiana, New Mexico, O	hio, Oklahoma		rona filor an me	saliearion for Incom	TANCA OF

Any person who knowingly and with intent to delirated any insurance company or any other person files all statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act which is a crime and subjects such person to criminal and civil penalties.

Washington D.C., Tennessee, Virginia

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.

Agraement/Disclosure

I have read this application for life insurance including any amendments and supplements and to the best of my knowledge and belief, all statements are true and complete, t also agree that:

- My statements in this application and any amendment(s), paramedical/medical exam and supplement(s) are the basis of any policy issued.
- This application and any: amendment(s); paramedical/medical exam; and supplement(s) to this application, will be attached to and become part of the new policy.
- No information will be deemed to have been given to the Company unless it is stated in this application and paramedical/medical exam.
- . Only the Company's President, Secretary or Vice-President may: (a) make or change any contract of insurance; (b) make a binding promise about insurance; or (c) change or waive any term of an application, receipt, or policy.
- Except as stated in the Temporary Insurance Agreement and Receipt, no insurance will take effect until a policy is delivered to the Owner and the full first premium due is paid, it will only take effect at the time it is delivered if: (a) the condition of health of each person to be insured is the same as stated in the application; and (b) no person to be insured has received any medical advice or treatment from a medical practitioner since the date of the application.



Certification/ Agreement/ Disclosure (continued)

- I understand that paying my insurance premiums more frequently than annually may result in a higher yearly out-of-pocket cost or different cash values.
- If I intend to replace existing insurance or annulties, I have so Indicated in Section 2, Question 2 of this application.
- . I have received the Company's Consumer Privacy Notice and, as required, the Life Insurance Buyer's Guide.
- . If I was required to sign an HIV informed Consent Authorization, I have received a copy of that Authorization.

Taxpayer Identification Number Certification

Under penalties of perjury, I, the Owner, certify that:

The number shown in this application is my correct taxpayer identification number, and I am not subject to backup withholding because:

- (a) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; OR
- (b) the IRS has notified me that I am not subject to backup withholding. (If you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return, you must cross out and initial this item.)

I am a U.S. citizen or a U.S. resident alien for tax purposes.

(If you are not a U.S. citizen or a U.S. resident alien for tax purposes, please cross out this certification and complete form W-8BEN).

Please note: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

SIGNATURES:			
If not witnessing all signatures, Witness should		Signed at City, State Company Score Proposed Insured #1 Case 11/3/05 Proposed Insured #1 (age 15 or over)	
sign next to the signature being		Signed at City, State Date	
witnessed.	F	Proposed Insured #2	
9		Signed at City, Slate	
		Signed at City, State	
		Parent or Guardian (If Owner or Proposed Insured(s) is/are under 18, sign here if not signed above.)	
		Signed at City, State	
	P	Witness to Signatures (Licensed Agent/Producer) Places prior Agent/Producer name BEALTH JAVAZ	
		Please print Agent/Producer name	

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	(PA FORMS	•	APPS					
	FAFURIS							
	t and the same of	Case/Bolley No.: _	22890					
	PART II: Paramedical/Medical Exam	- Tollow -	- II I Company					
		Matropolitan Tow	or Life Insurance Company					
	The second distriction of the second	M. Manaurum 1354 mat Feberi	roben ann Annuly Cullus,					
	New England Life Insurance Company	j MetLijo investori	USA Insurance Company					
	Tayas Life Insurance Company		n Life Insurance Company					
	The Assessment Ladinated about 4	s referred to as "the Comp	BOY",					
The	The name a below we to answers of name to be examined only. Nothing but the answers or sure person entered to							
1.	Name of Proposed Insured: (Last, First, Middle)		Casta of Direly finion mode same)					
"	Banning Dance		3/9/147.3					
2.	Tobacco Use -Indicate date last smoked/used:		Desnuer / / Differen					
) / [DYNAVER //_LITHOVE]	Cigar/Pip						
	Cigarette Smokeless Tobacco	Olgarriya	Tobacco Never Used:					
	Amount/Frequency;		Yes QHKO					
	none	ha wa tha mast commit	and up to date information concerning					
3.	Who is the doctor, practitioner, or health care facility who can g	IN II III III III III III III III III						
	your present health? If "None", check	1041 /1me	tone la.					
	mas of Allem	Wilmington						
	was as a support of Sallie	1302						
	When was this doctor last consulted? Why?							
	Tribut hay the	1 check	_ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \					
	What treatment was given or medication prescribed? If "None	check P						
	Milet Rantitiant are flagti in memberson breezenant in							
	Reasons, findings, partier consultations past 5 years?							
	(WNL)							
4.		in past 12 months (o	ve reason) Resent Done					
	Manager W. Manager V. C. Company of the Company of	Pounds gained @						
5.	Have you EVER received treatment, attention, or advice from a	ny physician, practition	er Details: List question number. Give:					
•	or health facility for, or been told by any physician, practitions	r or health facility that	details; dates; duration; diagnosis; treatment; and doctors' names and					
	you had:		addresses.					
	a) High blood pressure; chest pain, heart attack; or any other	·	250 min /					
	disease or disorder of the heart or circulatory system?	O Yes 194	6 06) IPLEASE Induced					
	b) Asthma: bronchilis: emphysema; sleep apnea; shortness o	1	asuma controlled w/					
	breath; or any other disease or disorder of the lungs or	19 Yes 🗆 N	albanasy.					
\neg	respiratory system?							
	c) Seizures; stroke; paralysis, Alzheimer's disease; multiple si Lou Gehrig's disease (ALS); memory lose; Parkinson's dis	ciblosis;						
	progressive neurological disorder; headaches; dizziness; d	r eny						
~	other disease or disorder of the brain or nervous system?	☐ Yes QH	δ					
	d) Ulcers; colitis; hepatitis; cirrhosis; or any other disease or	marif	_					
7	disorder of: the liver, galibladder, stomach, or intestines?	☐ Yes ⊕ K	0					
	b) Any disease or disorder of: the kidney; bladder; prostate;	**	#					
	sugar: albumin: blood or nee in the urine?	90, □Yes □₩	6 1					
			1. I					
			* J					
	h) Cancer; tumor; polyp; or cyst? Any disease or disorder of	the skin? 🗆 Yes 📵 K	T. P. C.					
	Any disease or disorder of: the kidney; bladder; prostate; reproductive organe; or breasts; sexually transmitted diseasugar; albumin; blood or pus in the urine? Disbetes; thyrold disorder; or any other andocrine disorder.	36; ☐ Yes ☐ 1						
	g) Arthritis; gout, or disorder of the muscles, bones, or joints	7 Yes CAN	7.04					
	n) Cancer; tumor; polyp; or cyst? Any disease or disorder of t	ne skiny ∟ Yas 🕒 🧛	0					

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	1	emotional dison	der or symptoms	y other psychological or ?		☐ Yes		11/2004 tu	TAI
				es, ears, nose, or throat		☐ Yes	B 40	(1) ()	1 000
6.	te	ing medication o	nin the last Six Mi r treatment? (incl ns, herba) suppler	onths, under observation uding over the coupler ments, etc.)	n or	☐ Yes	[]HY6	not baing	treated
7.	Do	you have any do	ctor's visits, medi	cal cara, or surgery sch	oculed?	☐ Yes	E No		
₿.				live years have you had					
				it x-ray; or medical test?		P Yes	□ No		
	b)	been recommen	r health condition dad to have any; t I test; or medication	not revealed above; or) reatment; hospitalization on?	nave n:	☐ Yes	1946		
₽.	Har	/e you:	·····						
		profession as ha (AIDS) or AIDS r	ving Acquired im elated Complex (/		me	☐ Yes	@No	• 3	ce
		the AIUS (HIV) v	rus?	HIV) virus or for antibod		☐ Yes	[D-NG	$1 \sim 1$	
10.	ł	Have you ever us drugs, except as practitioner?	ed heroin, cocain prescribed by a p	s, barbiturates, or other hysician or other license	ed .	☐ Yes	mak	'(O)	
		regaromų ine use Medičinzi purpos	of alcohol, of the est or received tra	rom a physician or count t use of druga except for satment or advice from a phave an alcohol or drug	្រ ភ	☐ Yes			
11.	Do y	Du exercise?	Yes No Typ	COLLES WILL	77			ten? dally /	ZY WK
12.	Are ;	ou now pregnan	17 🗀 Yes 🖼 K	a If "Yes", estimated of		unn 2		The state of the s	er wi
13.	Has	aldie 10 inersq s	of any parkon to	o be insured ever had: h antdi ilinuse? (il Yes, indica	eart dione	se; some	ary arte	ry disease; high	ØYes □ No
	Pro	plationship to posed insured:	Age(s) if Living	Age(s) at Death	Sta	ite of He Atta	aith (Spa Ich addit	ocilic Conditions) or Ca Lional sheet(e) if necest	use of Dauth
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-	11	office	50		2	Culli	.+		
14	a) (1				<u> </u>	······································			
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- 1118				Are no exceptions to an	y such an	Swers of	her than	as written.	no ento combigie
	AAHU	iess to Signature		City and State		/Day/Ye		Signature of Propos (Payon of Guardian II	ped insured under 18)
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	Proposed Insured:	
Variable Life Supplement	New England L	ife insurance Company
	This supplement will be	attached to and become part of the application with which it is used.
Important Information for the Owner - Please Read Carefully	Variable Life Insurance is are long-term invastmen designed to provide deal	s generally not appropriate for time horizons of less than 10 years. These products its that may have significant short term surrender charges. Variable Life insurance is the benefit protection while offering the potential for long-term cash accumulation are in situations where significant liquidation of assets in the near future is expected.
	THE DEATH BENEFT	T MAY BE VARIABLE OR FIXED UNDER SPECIFIED CONDITIONS.
	THE CASH VALUE A	MAY INCREASE OR DECREASE, EVEN TO THE EXTENT OF BEING
	THE COST OF INSUR CURRENTLY BEING C CHARGE THE FULL I	NANCE RATES FOR THIS POLICY MAY CHANGE. THE RATES CHARGED ARE NOT GUARANTEED, AND THE COMPANY MAY MAXIMUM GUARANTEED RATES.
	ILLUSTRATIONS OF I	DEALE-PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROP
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Information	Prior Investment Experience Control Certificate of Oeposit Money Markets Other	(Exclude personal ratioence, automobiles & home furnishings.) The rease all that apply and indicate your years of experience.) The years of Stocks for years of Mutual Funds for years of years. The years of Bends for years of Mutual Funds for years.
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Information Nvestment Nbjective and	Pilor Investment Experience (C) Certificate of Deposit	Risk Tolerance Have you completed the Asset Allocation Questionnaire? Allowed and the poly and indicate your years of experience. JO years Stocks JO years Mutual Funds JO years years years PES D NO Risk Tolerance Have you completed the Asset Allocation Questionnaire? WES D NO Indicate risk tolerance below. (Chopse only one) He sure it supports the investment objective and your risk tolerance for this policy. Conservative D Conservative to Moderate
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Optional Automated Investment Strategies

PAGE 2

(continued)

You may select ONLY ONE of the following, if feature is available on product you are applying for .

If you are NOT electing any Automated investment Strategies, please proceed to the Investment Allocation Section on the next page.

O.Dollar.Cost. **Averaging**

A percent of premium must be allocated to the Source Fund you have chosen,

Election of this feature does not change the allocation of duture payments.

Automatically transfers a set amount of money monthly from a Source Fund that you choose to the destination funding options that you choose. Transfer Amount &

Source Fund (NOT Fixed Account)

Day of month for transfer (not 29,30,31) _

Destination funding options - indicate dollar amount to be transferred to each in Dollar Cost Averaging column on the next page. You must transfer a minimum of \$100 to each funding option. End Date (Optional)

Dollar cost averaging does not assure a profit or protect against a loss in declining markets it involves continuous investment in securities regardless of fluctuation in price levels. An investor should consider his/har ability to continue purchases in periods of low price levels.

C Portfolia Rebalancing

. Election at this feature does not change the allocation of future payments.

Automatically rebalances the cash values in all the selected funding options to the allocation percentages you select. The allocation selections for rebalancing can be different than the allocation percentages chosen for your premium payments.

- Check here if you wish to rebalance to the allocation percentages chosen for your premium payments.

 Check here if you wish to rebalance using different allocation percentages than your premium payments and indicate the allocation percentages in the Portfolio Rebalancing column on the next page.
- O Periodic Rebalancing
- **Monthly**
- D Quarterly
- 3 Semi-annually O Annually
- O Variance Rebalancing

Allows the allocation percentages to be maintained within a specified variance range on a monthly basis. Rebalancing will occur on any monthly anniversary in which any of the accounts selected are outside of the varience range chasen.

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		WA*
Investment Allocation	PAGE 3 (continued) Please select funding options that are appropriate for the RISK TOLES indicated on the first page of this form. Same funding options may be investment objective. For more complete information about a specific and expenses, please read the prospectus carefully.	tauging obstor' including cystages
Kirk Lavel	indicate Initial Allocation in whole percentages; must equal 100%. Pertfolio Name Initial Allocation	Use this column only if you have chosen an option on previous page, paller Cost Averaging 3
Conservative	Fland Account BlackRock Mensy Market Portfolio Salomon Brothers U.S. Government Portfolio	Purtfolio Rebalancing %
Conservative to Moderate	Blackflock Bond Income Portfolio Lehman Brothers* Aggrapsia Bond Index Portfolio PIRSCO Yorki Return Portfolio 26	
Moderate	Salomon Brothers Strangic Bond Opportunities Portfolio Lord Abbatt Bond Debenture Portfolio BlackRock Diversified Perifolio MYS Total Resum Portfolio Neuberger Berman Rael Ettate Portfolio	
Moderate to Aggressive	American Funds Grounts-income Fund BlackRock Large Cap Value Pontrollo Davis Venture Velive Pontrollo Fivalue Leaders Pontrollo Fideliny VIP Equity-Income Pontrollo Itaris Oakmark Large Cap Value Pontrollo BlackRock Investment Trust Pontrollo Methie Stock Index Pontrollo Methie Stock Index Pontrollo JackRock Stategic Value Pontrollo JackRock Stategic Value Pontrollo Methie Mid Cap Core Equity Pontrollo Methie Mid Cap Stock Index Pontrollo Methie Mid Cap Stock Index Pontrollo	
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Other lite in any available lunds of listed above.	Metilife Conservative Allucation Portfolio Metilife Conservative to Moderate Allocation Portfolio Metilife Moderate Allocation Portfolio Mutilife Moderate in Aggressive Allocation Portfolio Metilife Aggressive Allocation Portfolio	

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Other	PAGE 4
Important Owner	(continued)
Questions	
*	I elect to have the monthly deduction from the cash values taken as follows:
Andrew State of the Control of the C	Proportionately from the funding options based on the cash value in each at the time of the deduction from one specific funding option (It available). Specify
	L'on have described to the later
	If you have chosen a specific funding option, please note that If that funding option has insufficient cas value to pay the monthly charges, these charges will be deducted proportionately from each funding op based on the cash value in each at the time of the deduction.
	2. Have you received a prospectus for the policy applied for? IF YES, please-indicate:
en e	Date of prospectus:
and the same of th	Date of any prospectus supplement package:
process of the second	3. Did your agent/producer review your financial situation, risk tolerance and investment objectives prior to completing this application? IF NO, please indicate on what basis was this product recommended?
الها وي الها الدين الماليات وأنها يطلب والعجاد العجاد الماليات الماليات الماليات الماليات الماليات الماليات ا الماليات وي الماليات	4. Do you understand that: A. The amount and duration of the death benefit may increase or decrease depending on the policy's investment return, subject to any quarantees provided by the policy? TYES OF
	B. There is no guaranteed minimum cash value and the cash value may increase or clearease depending on the policy's investment return?
~ ~/	5. Do you believe that this policy and the funding options you have selected will meet your insurance needs and financial objectives?
1/1	
01/1	if funding options selected do not reflect the risk tolerance on the lirst page of this form. Please explain: Please explain: P
6711	6. If funding options selected do not reflect the risk tolorages on the Program of the face
6711	6. If funding options selected do not reflect the risk tolorages on the Program of the face
6711	6. If funding options selected do not reflect the risk tolorages on the Program of the face
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6711	6. If funding options selected do not reflect the risk tolorages on the Program of the face

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Amendment to Application for Insurance

Proposed Insured: DANAE K BANNING

No. 00Y151280

Date of Application: NOVEMBER 03, 2005

I agree to these changes which the Company has noted in the "Additions and Amendments" space of the Application.
#1B SECTION 2: NO

#01 SECTION 6 : PLAN - ZENITH FLEXIBLE LIFE 2001 ; FACE AMOUNT \$5,000,000 #03 SECTION 6 : PLANNED ANNUAL PREMIUM YEAR 1 & RENEWAL \$52,393,23

DEATH BENEFIT OPTION A

#01 ON PAGE 4 OF VARIABLE LIFE SUPPLEMENT: Proportionately from the funding options based on the cash value in each at the time of the deduction.

Date:	. 10/10
	Proposed Insured (Parent, if Insured under age 15)
Date:	
	Applicant, if other than Proposed Insured

New England Life Insurance Company 501 Boylston Street, Boston, Massachusetts

President

Secretary



Amendments and Endorsements (To be made only by the Company)

Please notify the Company of any change in your name or address. The Company will communicate with you at your address on record with the Company.

New England Life Insurance Company 501 Boylston Street Boston, Massachusetts 02117

Flexible Premium Adjustable Variable Life Policy

- The Death Proceeds are payable at the death of the Insured, if the Insured dies before the Maturity Date and the Policy is in force.
- The Net Cash Value, if any, is payable on the Maturity Date, if the Insured is still living and the Policy is in force.
- The Policy can be adjusted by increasing or decreasing the Face Amount.
- The amount and frequency of premium payments can be changed.
- The Policy does not share in dividends.

Copying Prohibited

EXHIBIT D

COBINO

New England Financial®

A MetLife Company

501 BOYLSTON ST. BOSTON, MA 02116 New England Life Insurance Company

Variable Life Policy

Insured: DARIA L MOORE

Policy Number: Y151279

Plan: Flexible Premium

Adjustable Variable Life

New England Life Insurance Company Agrees to pay the Death Benefit of this Policy to the Beneficiary on receipt of proof that the death of the Insured occurred before the Maturity Date; or to pay the Net Cash Value of the Policy to the Owner if the Insured is living on the Maturity Date; and to provide the other rights and benefits of the Policy.

These agreements are subject to all of the provisions of the Policy.

Signed on the Date of Issue for the Company at its Home Office 501 Boylston Street Boston, MA 02117

President



Flexible Premium Adjustable Variable Life Policy

- The Death Proceeds are payable at the death of the Insured, if the Insured dies before the Maturity Date and the Policy is in force.
- The Net Cash Value, if any, is payable on the Maturity Date, if the Insured is still living and the Policy is in force.
- The Policy can be adjusted by increasing or decreasing the Face Amount.
- The amount and frequency of premium payments can be changed.
- The Policy does not share in dividends.

THE DEATH BENEFIT ON THE POLICY DATE WILL BE EQUAL TO THE FACE AMOUNT SHOWN IN SECTION 1.
THEREAFTER, THE DEATH BENEFIT CAN VARY FROM DAY TO DAY. IT CAN INCREASE OR DECREASE, DEPENDING ON SEPARATE INVESTMENT ACCOUNT PERFORMANCE AND ON FIXED ACCOUNT INTEREST; BUT IT WILL NOT BE LESS THAN THE FACE AMOUNT. SEE SECTION 10.

THE CASH VALUE OF THIS POLICY CAN VARY FROM DAY TO DAY. IT CAN INCREASE OR

DECREASE, DEPENDING ON SEPARATE INVESTMENT ACCOUNT PERFORMANCE AND ON FIXED ACCOUNT INTEREST. SEE SECTION 14.

Please Read Your Policy Carefully

This Policy is a legal Contract between you and the Company.

RIGHT TO RETURN THE POLICY When this Policy is issued or when you receive an increase in Face Amount, you should examine it. You can return the Policy or the increase in Face Amount (See Section 16) to the Company or its Agent for any reason within the latest of: (a) 10 days after you receive it from the Company; (b) 45 days after Part I of the Application for that coverage is signed; and (c) 10 days after the Company mails the separate Notice of Withdrawal Right for that coverage. If you return an increase in Face Amount: any Monthly Deduction and any Administrative Charge for the increase in Face Amount will then be credited to the Policy; and the increase in Face Amount will be cancelled from the start. Otherwise, if you return the Policy: an amount equal to any premium paid plus any unscheduled payment made will be refunded to you; and the Policy will be cancelled from the start.

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- Not Applicable
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New England Life Insurance Company

1. Policy Schedule

Owner and Beneficiary: As named in the Application or as later changed. See the Owner and Beneficiary Section of the Policy.

Insured: DARIA L MOORE

Sex: Female

Age: 29

Policy Number: Y151279

Policy Date: January 19, 2006

Policy Loan Interest Rate: 5.5%

Maturity Date: January 19, 2077 *

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 1 WILL BE CHANGED. SEE SECTION 16.

Schedule of Benefits

Flexible Premium Adjustable Variable Life

Death Benefit Option:

Face Amount \$5,000,000

Date of Issue January 19, 2006 Policy Class

Nonsmoker Preferred

Maximum Monthly Policy Fee:

First Year

\$15.00

Thereafter \$7.00

Maximum Face Amount Increase Administrative Charge: .0025 times Face Amount Increase

Maximum Monthly Administrative Charge:

First Year

Thereafter

\$400.00 \$40.00

Schedule of Premiums

Planned Annual Premium **

Years 1 thru 4

\$41,823.40

Monthly Minimum Premium:

\$1,211,51

Maximum Premium Expense Charge:

6.50%

- This coverage may expire prior to the Maturity Date if premiums paid are insufficient to continue the coverage to that date. There may be little or no Cash Value on that date.
- If the Planned Annual Premium is paid on the first day of each policy year, and the Actual Investment Return is 4% and the guaranteed maximum charges apply in all years, this Policy will terminate in policy year 17 unless additional premium is paid or unless a Minimum Guaranteed Déath Benefit is in effect.



Secretary

2. Table of Guaranteed Maximum Cost of Insurance Rates per \$1,000 Based on the 1980 CSO Nonsmoker Table B

Policy Number

Y151279

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 2 WILL BE CHANGED. SEE SECTION 16.

Policy	Monthly	Policy	Monthly	Policy	Monthly
Year	Rate	Year	Rate	Year	Rate
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	\$.1167 .1167 .1192 .1217 .1250 .1317 .1367 .1442 .1525 .1633 .1750 .1875 .2025 .2167 .2342 .2508 .2717 .2925 .3150 .3408 .3675 .3967 .4317	25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48	\$.5158 .5675 .6233 .6842 .7500 .8200 .8958 .9833 1.0800 1.1917 1.3217 1.4683 1.6292 1.8033 1.9892 2.1867 2.4017 2.6450 2.9592 3.2408 3.6142 4.0325 4.4867 4.9708	49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71	\$ 5.4808 6.0108 6.5767 7.2000 7.8975 8.6883 9.5850 10.5667 11.6208 12.7175 13.8650 15.0375 16.2525 17.5242 18.8758 20.3442 22.0033 24.1133 27.0742 31.7475 39.8075 54.7817 83.3333



New	Engla	ınd	Lif	e
	ance			

3. Surrender Charge

Policy Number

0Y151279

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 3 WILL BE CHANGED. SEE SECTION 16.

A Surrender Charge will be deducted from full surrender, decrease in Face Amount, lapse and most partial surrender transactions during the Surrender Charge Period of the initial Face Amount and any increase in Face Amount. For the initial Face Amount, the Surrender Charge Period is measured from the Policy Date. For each increase in Face Amount, the Surrender Charge Period is measured from the Adjustment Date of the increase. The Surrender Charge for the Policy is equal to: the Deferred Sales Charge for the initial Face Amount and each increase in Face Amount; plus the Deferred Administrative Charge for the initial Face Amount and each increase in Face Amount.

(continued)



3. Surrender Charge

Policy Number	Face Amount	Date of Issue
0Y151279	\$5,000,000	January 19, 2006

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 3 WILL BE CHANGED. SEE SECTION 16.

The Surrender Charge Period of the initial Face Amount is 11 years.

The Maximum Deferred Sales Charges for the first 5 years are shown below. The Maximum Deferred Sales Charges for the last policy month of each of the remaining years of the Period are shown below; the Maximum Charges for other months will reflect the number of completed months of the Period in the year of surrender, lapse or decrease in Face Amount.

The Deferred Administrative Charge is level throughout the first year of the Period and is shown below. The Charge for the last policy month of each of the remaining years of the Period is shown below; the charge for other months will reflect the number of completed months of the Period in the year of surrender, lapse or decrease in Face Amount.

Year of	Maximum	Deferred
Surrender	Deferred	Administrative
Charge Period	Sales Charge	Charge
1	\$13,255.00	\$12,500.00
2	17,352.00	11,250.00
3	17,352.00	10,000.00
4	17,352.00	8,750.00
5	17,352.00	7,500.00
6	14,460.00	6,250.00
7	11,568.00	5,000.00
8	8,676.00	3,750.00
9	5,784.00	2,500.00
10	2,892.00	1,250.00
11	0.00	0.00



4. Not Applicable





Secretary

5. Not Applicable



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Secretary

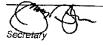
6. Accounts Available on the Date of Issue

Policy Number

Y151279

Variable

Zenith Equity Portfolio BlackRock Bond Income Portfolio BlackRock Money Market Portfolio MetLife Stock Index Portfolio MFS Total Return Portfolio Harris Oakmark Focused Value Portfolio FI Value Leaders Portfolio Fidelity VIP Equity-Income Portfolio Fidelity VIP Overseas Portfolio Loomis Sayles Small Cap Portfolio Salomon Brothers U.S. Government Portfolio BlackRock Legacy Large Cap Growth Portfolio FI International Stock Portfolio Davis Venture Value Portfolio Salomon Brothers Strategic Bond Opportunities Port FI Mid Cap Opportunities Portfolio Russell 2000 Index Portfolio BlackRock Investment Trust Portfolio BlackRock Diversified Portfolio BlackRock Aggressive Growth Portfolio Oppenheimer Global Equity Portfolio T. Rowe Price Small Cap Growth Portfolio Harris Oakmark Large Cap Value Portfolio Neuberger Berman Mid Cap Value Portfolio T. Rowe Price Large Cap Growth Portfolio Lehman Brothers Aggregate Bond Index Portfolio Morgan Stanley EAFE Index Portfolio BlackRock Strategic Value Portfolio MetLife Mid Cap Stock Index Portfolio RCM Global Technology Portfolio PIMCO Total Return Portfolio BlackRock Large Cap Value Portfolio Harris Oakmark International Portfolio Met/AIM Mid Cap Core Equity Portfolio Met/AIM Small Cap Growth Portfolio Neuberger Berman Real Estate Portfolio MFS Research International Portfolio Lord Abbett Bond Debenture Portfolio Jennison Growth Portfolio Oppenheimer Capital Appreciation Portfolio CONTINUED ON SECOND PAGE



6. Accounts Available on the Date of Issue

Policy Number

Y151279

Variable

MetLife Conservative Allocation Portfolio
MetLife Conservative to Moderate Allocation Port
MetLife Moderate Allocation Portfolio
MetLife Moderate to Aggressive Allocation Port
MetLife Aggressive Allocation Portfolio
MFS Investors Trust Portfolio
American Funds Growth Fund
American Funds Growth-Income Fund
American Funds Global Small Capitalization Fund
Janus Aggressive Growth Portfolio
Franklin Templeton Small Cap Growth Portfolio
T. Rowe Price Mid-Cap Growth Portfolio

Fixed



7. Contract

The Contract

This Policy is a legal contract between the Owner of the Policy (called "you") and New Company, England Insurance Life "the corporation, (called Massachusetts Company"). The Policy, which includes the attached Application and any Application for adjustment of the Policy, is the entire contract between you and the Company. All riders are listed in Section 1. A change in or waiver of the provisions of the Policy must be signed by the President or the Secretary of the Company to be valid.

Payments Under the Contract

All contract amounts are in dollars of the United States of America. Payments by the Company under the contract will be made at the Home Office of the Company. The obligations of the Company are subject to all payments made and actions taken by the Company under the Policy before receipt by the Company at its Home Office of proof of death of the Insured.

Dates

Policy years, months and anniversaries are all measured from the Policy Date. Contestable and suicide periods start on the Date of Issue and on the Adjustment Date for each increase in Face Amount. The Policy Date, the Date of Issue and each Adjustment Date are all shown in Section 1.

Not Contestable After Two Years

Insurance is issued by the Company in reliance on the statements made in the Application for the insurance. Those statements are representations; they are not warranties. No statement can be used to contest or rescind insurance or to defend against a claim unless contained in the Application for the insurance. The insurance issued under this Policy will not be contestable after it has been in force during the life of the Insured:

- With respect to the amount of Death Benefit which results from other than payments for which proof of insurability is required, for two years from the Date of Issue; and
- With respect to any amount of Death Benefit which results from a payment for which proof of insurability is required, for two years from the date that payment is received; and
- With respect to the amount of the Death Benefit associated with each increase in Face Amount, for two years from the Adjustment Date for that increase.

Suicide Within Two Years

If the Insured dies by suicide while sane or insane within two years from the Date of Issue, the Death Benefit will be limited to: the amount of the premiums paid; less any Policy Loan Balance on the date of death; and less any partial surrenders.

If the Insured dies by suicide while sane or insane more than two years after the Date of Issue but within two years from the Adjustment Date for an increase in Face Amount, the Death Benefit for that increase in Face Amount will be limited to the Monthly Deductions and any Face Amount Increase Administrative Charge made to pay for that increase.

Age of Insured

The age of the Insured on the Policy Date and on each policy anniversary means the age at the nearest birthday of the Insured. For an increase in Face Amount during a policy year, age means age at the start of that policy year.

If the age or sex of the Insured has not been correctly stated in the Application, the Death Benefit will be the amount that the most recent Monthly Deduction which was made would have provided for the correct age and sex.

Claims of Creditors

The Policy and payments under it are exempt from the claims of creditors to the extent allowed by law.

Basis of Values

"1980 CSO" means Commissioners 1980 Standard Ordinary; it is used to describe tables. Minimum Cash Values, Reserves and Guaranteed Insurance Factors are based on the mortality table shown in Section 2. Interest is compounded daily at the effective rate of 4% per year. A detailed statement of the method of computing values has been filed, where required, with the Insurance Department of the state in which the Policy is delivered. All values are equal to or in excess of the minimum values required by the law of that state.

Periodic Reports

The Company will send you all reports required by law and regulation. Such reports will be sent once each year or more often if required by law or regulation. The annual report will include, as of the date for which the report is made: the Death Benefit; the Cash Value; any Policy Loan Balance; and any other information required by law or regulation.

Policy Illustration of Benefits and Values

Upon written request the Company will send you a policy illustration which will illustrate benefits and values under the Policy.

Postponement of Variable Benefits

Except for a Policy Loan that will be used to pay premiums on policies issued by the Company, the Company can postpone the determination of and the payment or transfer of amounts based on separate investment account performance if:

- The New York Stock Exchange is closed for trading (except for normal weekend and holiday closing) or when trading is restricted; or
- The Securities and Exchange Commission determines that a state of emergency exists which may make payment or transfer impractical; or
- The Securities and Exchange Commission orders the Variable Account or orders the New England Zenith Fund or its successor or any other investment company in which the Variable Account is invested to postpone payment or transfer of variable benefits.

Postponement of Surrenders, Transfers and Loans From The Fixed Account

The Company can postpone the payment of the portion of the Policy's Net Cash Value which is in the Fixed Account for not more than six months after surrender. If payment is postponed for more than 30 days, it will be credited with interest from the date of surrender. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year.

The Company can postpone transfers from the Fixed Account for not more than six months from the date of the request. The effective date of the transfer is the date on which values are transferred from the Fixed Account.

The Company can postpone the making of any Policy Loan and any partial surrender from the Fixed Account for not more than six months from the day you apply, except Loans or partial surrenders to pay premiums on policies issued by the Company.

8. The Variable Account

The Variable Account

The Variable Account (called "the Account") is a separate investment account established by the Company in accordance with Delaware law. The assets of the Account are owned by the Company. The assets of the Account will be used to provide values and benefits under this Policy and similar policies. The portion of the Account assets equal to the reserves plus other policy liabilities of the Account is not chargeable with liabilities arising out of any other business the Company may conduct. The Company reserves the right to transfer to its general account Variable Account assets which exceed the total of reserves and other liabilities of the Account. Income and realized and unrealized capital gains and losses of the Account are credited to the Account without regard to any of the Company's other income or capital gains and losses.

Sub-Accounts

The Account consists of sub-accounts, each of which is invested in shares of one portfolio of the New England Zenith fund or its successor or any other investment company in which the Account is invested. Shares of a portfolio are purchased for a sub-account at their net asset value.

The Policy's first investment is made in the Money Market sub-account as of the latest of:

- The Policy Date;
- The date of the Part II of the Application for the initial Face Amount, if any is required; and
- The date the first premium is received by the Company.

The Policy's Cash Value will be transferred, based on your choice, to the sub-accounts and the Fixed Account as of the later of: 45 days after Part I of the Application for the initial Face Amount is signed; and 10 days after the Company mails the separate Notice of Withdrawal Right for the initial Face Amount. Before this transfer, the values and benefits of the Policy will depend on the net investment After this transfer each net premium allocated to the Account and each net unscheduled payment allocated to the Account will be invested in the sub-accounts you chose as of thome Office.

Each distribution of income, dividends and capital gains from a portfolio to a sub-account will be reinvested for the benefit of the owners of the policies in that sub-account at net asset value in shares of the portfolio which made the distribution.

The Cash Value of the Policy at any time cannot be allocated among more than 10 sub-accounts, except with the consent of the Company; and the Fixed Account will be counted in the limit of 10.

The values and benefits of a policy depend on: the investment performance of the portfolios in which the sub-accounts are invested; and the interest credited to the Fixed Account. The Company does not guarantee the investment performance of the portfolios of the sub-accounts. You bear the investment risk for amounts invested in the sub-accounts for your Policy.

Choice of Sub-Accounts

You choose the sub-accounts in which net premiums and net unscheduled payments are to be invested. You can change the choice for future premiums and future unscheduled payments at any time by notice to the Company. The change will be effective as of the date the request is received by the Company at its Home Office. The portion of the net premium and the net unscheduled payment to be applied to each sub-account chosen must be a whole percent not less than 10.

The portfolios as of the Date of Issue are listed in the then current prospectus for the Account and in Section 6.

Change in Portfolios

The Company can add or remove portfolios as sub-account investments as permitted by law. When a change is made, the Company will send you: a revised prospectus for the Account which will describe all of the portfolios then available in the New England Zenith Fund or its successor or any other investment company in which the Account is invested; and any notice required by law.

When a portfolio is removed, the Company has the right to substitute a different portfolio in which the sub-account will then invest:

- The value of the removed portfolio; and
- Future net premiums and future net unscheduled payments applied to that subaccount.

Transfer Option

After the Right to Return the Policy period you can transfer all or a portion of the Policy's existing share of a sub-account to another subaccount or to the Fixed Account. (See Restriction of New Amounts Applied to the provision.) Account Requests for transfers can be made in writing or by telephone. The Company is not responsible for determining the authenticity of transfer instructions received by telephone. Transfers will be subject to a limit of 4 in each policy year, except with the consent of the Company. A transfer out of the Fixed Account will not count against this limit.

Change of Investment Policy

The investment policy of the Account will not be changed unless: (a) the change has been approved by the Insurance Commissioner of the Commonwealth of Massachusetts; and (b) a statement of the approval process has been filed with the Insurance Department of the state in which this Policy is delivered. If the investment policy of the Account is changed, the Company will give you written notice of the change. You can then choose to convert this fixed Policy to benefit coverage. conversion will be on the same basis as that described in the 24 Months Conversion Right section. (See Section 17.) Your request to convert this Policy must be made within 60 days of the later of: (a) the effective date of the investment policy change; or (b) the date you receive the notice of the change.

Rights Reserved by the Company

The Company reserves the right to take certain subject to compliance with law including, if required, the approval of the owners of the policies. These actions are: (a) to create new investment accounts; (b) to combine any two or more separate investment accounts, including the Account; (c) to invest some or all of the assets of the Account other than in the New England Zenith Fund; (d) to invest some or all of the assets of the Account in any other investment company chosen by New England Life Insurance Company; (e) to remove a portfolio in which the sub-account is invested or to substitute a different portfolio; (f) to operate the Account as a management investment company and to charge investment advisory fees under the Investment Company Act of 1940 or to operate the Account in any other form permitted by law; and (g) to deregister the Account under the Investment Company Act of 1940 if registration is no longer required.

9. The Fixed Account

The Fixed Account

The Fixed Account is a segmented fund within the general account of the Company.

If you choose the Fixed Account, the first date on which money is applied to the Fixed Account for the Policy is the latest of:

- 45 days after Part I of the Application for the initial Face Amount is signed;
- 10 days after the Company mails the separate Notice of Withdrawal Right for the initial Face Amount; and
- The effective date of the choice of the Fixed Account.

Before this date, the value of the portion of the net premium and any net Unscheduled Payment allocated to the Fixed Account will depend on the net investment performance of the Money Market sub-account of the Variable Account. After this date each net premium allocated to the Fixed Account and each net unscheduled payment allocated to the Fixed Account will be applied as of the date it is received by the Company at its Home Office. Each transfer to the Fixed Account will be applied as of the transfer date.

Fixed Account Interest

Except as noted in the Repayment of Loans provision of Section 15, the rate of interest for each amount applied to the Fixed Account: will be the rate set by the Company in advance for the date the amount is applied to the Fixed Account; and will not be less than a rate equivalent to an annual effective rate of 4%. The effective interest rate used on the Policy will be the weighted average of all such rates for the Policy.

Each year, on the policy anniversary, the Company will determine a portion, if any, of the Policy's portion of the Fixed Account which will be reinvested at the rate effective on that date.

Interest will be credited to the Fixed Account on a daily basis.

Restriction of New Amounts Applied to the Fixed Account

The Company reserves the right to restrict new amounts applied to the Fixed Account if the rate of interest that would be used for the new amount is a rate equivalent to an annual effective rate of 4%.

Transfers Out of the Fixed Account

You can transfer a limited amount of the Policy's portion of the Fixed Account to the sub-accounts once within 30 days after each policy anniversary. The transfer will be limited to the greater of: 25% of the Policy's portion of the Fixed Account on the transfer date; and the amount of the Policy's portion of the Fixed Account transferred to the sub-accounts the prior year. However, if less than \$100.00 would remain in the Fixed Account after the transfer, you can transfer the remainder to the sub-accounts. Requests for transfers can be made in writing or by telephone. The Company is not responsible for determining the authenticity of transfer instructions received by telephone.

Choice of the Fixed Account

You can choose to have net premiums and net unscheduled payments applied to the Fixed Account. You can change the choice for future net premiums and future net unscheduled payments at any time by notice to the Company in writing. (See the Restriction of New Amounts Applied to the Fixed Account provision.) The portion of the net premium and net unscheduled payment to be applied to the Fixed Account must be a whole percent not less than 10.

10. Death Benefit

Death Benefit

If the insured dies before the Maturity Date, the Company will pay a Death Benefit to the Beneficiary. The amount of the Death Benefit will depend on the Death Benefit Option in effect on the date of death. The amount payable will be reduced by any Policy Loan Balance on the date of death. If the insured dies during the grace period, the Amount Due (see Grace Period provision in the Monthly Deduction Section) will be deducted from the policy proceeds to cover Monthly Deductions to the date of death. The policy proceeds will be paid in one sum unless all or part of the proceeds is applied to a Payment Option. (See Payment of Benefits, Section 19.)

Death Benefit Options

This Policy provides two Death Benefit Options. The Death Benefit Option will be as chosen in the Application or as later changed. The Death Benefit Option is shown in Section 1. If Option 1 is chosen the Death Benefit on the date of death is equal to the greater of (a) and (c) and if Option 2 is chosen the Death Benefit on the date of death is equal to the greater of (b) and (c), where:

- (a) is equal to the Face Amount shown in Section 1:
- (b) is equal to the Face Amount shown in Section 1 plus the Cash Value; and
- (c) is equal to the Death Benefit which will allow the Policy to continue to qualify as a flexible premium adjustable life insurance contract under the Internal Revenue Code and any interpretive regulation or rulings by the internal Revenue Service.

Company will calculate (c) as the Applicable Percent of: the Cash Value of the Policy plus the pro rata portion of any monthly deduction made for a period beyond the date of death. The percent used will be based on the age of the insured at the beginning of the policy year as shown in the Table of Applicable Percentages below.

Age	Applicable Percent	Age	Applicable Percent
0 through 40	250	61	128
41	243	62	126
42	236	63	124
43	229	64	122
44	222	65	120
45	215		-
46	209	66	119
47	203	67	118
48	197	68	117
49	191	69	116
50	185	70	115
51	178	71	113

75 through 90

94 through 99

111

109

107

105

104

103

102

101

100

Table of Applicable Percentages

171

164

157

150

146

142

138

134

130

53

55

56

57

58

59

60

When you apply for a Level Term Insurance Rider on this Policy, you can choose to have the Term Amount of the Rider added to the Face Amount of the Policy for purposes of calculating the Death Benefit. Your choice cannot be changed.

91

92

93

Changing the Death Benefit Option

After the first policy year you can change the Death Benefit Option by written application to the Company. A change in Death Benefit Option will be effective on the Adjustment Date shown in the new Policy Schedule.

Except with the consent of the Company, a change from Option 1 to Option 2 can be made only if the Face Amount after the change is at least \$100,000. If you change from Option 1 to Option 2:

- The Face Amount will be decreased, if necessary, such that the Death Benefit immediately before and after the changes is the same;
- A decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis; and
- No surrender charge will apply.

A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

If you change from Option 2 to Option 1:

- The Face Amount will be increased, if necessary, such that the Death Benefit Immediately before and after the changes is the same; and
- This increase in Face Amount will be applied to the initial Face Amount and to each prior increase in Face Amount on a pro rata basis.

The requirements in the Increase in Face Amount provision of Section 16 do not apply to a change from Option 2 to Option 1.

11. Premiums

Payment

Premiums are payments made to the Company to pay for the Policy. The Policy will not be in force until the first premium is paid. After the first premium is paid, premiums can be paid: at any time; and in any amount, subject to the Limits on Premiums below. Payments can be made at the Home Office of the Company or at any Agency of the Company. A receipt for payment signed by the Secretary of the Company will be given on request. Unless you request otherwise in writing to the Company. any payment received by the Company when a Policy Loan exists on the Policy will be used: first, as a planned premium; second, as payment of the loan interest due; third, as a repayment of the Policy Loan; and fourth, as an unscheduled payment.

Amount and Frequency

Planned annual premiums are shown in Section 1. Payments and Planned Premium Dates can be annual, semi-annual or quarterly or can be at any frequency agreed to by the Company. (See Limits on Premiums below.)

Unscheduled payments can be made at any time prior to the Maturity Date. (See Limits on Premiums below.)

Cash Values and Death Benefits will be permanently affected by the amount and frequency of planned and unscheduled payments.

Limits on Premiums

Payments are subject to these limits:

- No payment can be less than \$25; and
- Total planned and unscheduled payments will be limited to the Company's published maximum; and
- No unscheduled payment can be made if it increases the Death Benefit by more than it increases the Cash Value, except with evidence of insurability and the consent of the Company; and
- No planned premium can be increased except with the consent of the Company.

This Policy is intended to qualify as a flexible premium adjustable life insurance contract under the Internal Revenue Code and any interpretive regulation or rulings by the Internal Revenue Service. To that end, premiums on this Policy are limited to an amount no greater than that allowing the Policy to continue to qualify.

Net Payments

Each net premium and each net unscheduled payment is equal to: the payment; *less* no more than the Maximum Premium Expense Charge at the rate shown in Section 1.

12. Monthly Deduction

Monthly Deduction

On the first day of each policy month, whether or not premiums are paid, the Company will make a Monthly Deduction for that policy month from the Cash Value of this Policy. The amount of the Monthly Deduction for a policy month is equal to:

- The cost of insurance and the cost of any riders for the policy month;
 - PLUS
- An amount not greater than the Maximum Monthly Policy Fee shown in Section 1; PLUS
- An amount not greater than the Maximum Monthly Administrative Charge shown in Section 1.

If the Policy meets the Monthly Minimum Premium test, whether or not premiums are paid, the Monthly Deduction will be made, until the Cash Value equals zero. Otherwise, the Monthly Deduction will be made, as long as the Net Cash Value is sufficient to cover the entire Monthly Deduction. This provision will not continue the Policy beyond the Maturity Date; nor will it continue any rider beyond the termination date as provided in the rider.

The Monthly Deduction will be deducted in the same proportion as the Cash Value of the Policy is in the sub-accounts and the Fixed Account.

Cost of Insurance

The monthly cost of insurance for the Policy is equal to: the amount at risk; times the cost of insurance rate per \$1,000 for that month divided by 1,000. The amount at risk is equal to:

- The Death Benefit on the first day of the policy month discounted at .3273745%, the monthly equivalent of 4% per year;
 - LESS
- The Cash Value on the first day of the policy month after the Monthly Deduction has been processed.

Cost of Insurance Rates

The cost of insurance rates will be set by the Company each year on the policy anniversary, based on the expectations of the Company as to future experience. The rates are guaranteed for one year.

The Table of Guaranteed Maximum Cost of Insurance Rates per \$1,000 (see Section 2) shows the maximum guaranteed rate for each policy month which starts on the Policy Date or a policy anniversary. The rates between anniversaries vary monthly based on the assumption of uniform distribution of deaths throughout the policy year. The cost of insurance rates for each policy year for the initial Face Amount and for each increase in Face Amount are based on: the sex of the insured; the underwriting class of the Insured; and the age of the Insured on the first day of the policy year.

Monthly Deduction Adjustment At Death

The portion of any Monthly Deduction made for a period beyond the date of death will be added to the policy proceeds unless this amount has already been included in the Death Benefit as described in (c) in Section 10. If the Insured dies during the grace period, an amount will be deducted from the policy proceeds to cover Monthly Deductions to the date of death.

Grace Period

Unless the Policy meets the Monthly Minimum Premium test, if the Net Cash Value on the first day of a policy month is not enough to cover the Monthly Deduction for that month, the Company will mail a premium notice to you and any assignee at the addresses on record with the Company. There is a grace period of 62 days from the date when the Monthly Deduction was due in which to pay the Amount Due. The Amount Due is the least of: a premium large enough to permit the Monthly Deduction to be made; and a premium large enough to meet the Monthly Minimum Premium Test. The insurance remains in force during the grace period. If the premium remains unpaid at the end of its 62-day grace period, the Policy will lapse without value. Any riders will also lapse without value unless otherwise stated in

Monthly Minimum Premium

The Company will do the following comparison on the first day of each policy month during the first five policy years unless: the Face Amount has been increased; or the Policy has been lapsed; or this Policy is the result of the exercising of a Change to a New Insured rider.

The Company will compare (a) to (b), where: (a) equals the total of the Monthly Minimum Premiums for the Policy from the Policy Date to that policy month; and (b) equals the total premiums paid to date less all partial surrenders and any Policy Loan Balance at that time. If (b) is greater than or equal to (a), the Policy will not be lapsed if the Net Cash Value on the first day of the policy month is not enough to cover the Monthly Deduction due for that month.

The Monthly Minimum Premium is shown in the Policy Schedule. (See Section 1.) This Premium will be recalculated when: the Face Amount is decreased; the amount provided by riders attached to this Policy is changed; a partial surrender is made which results in a decrease in Face Amount; or the underwriting class of this Policy and its riders is changed to a more favorable underwriting class.

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13. Reinstatement After Lapse

Reinstatement

If the Policy lapses, the Policy and riders can be reinstated. (See Limitations on Reinstatement below.) Reinstatement is subject to:

- Written application to reinstate; and
- · Proof that the Insured is insurable; and
- Payment of a premium large enough to keep the Policy and any riders in force for at least two months; and
- Payment or reinstatement of any Policy Loan Balance which existed on the date when the Policy lapsed.

Limitations on Reinstatement

The Policy and riders cannot be reinstated, except with the consent of the Company, if more than seven years have passed since the date of lapse.

Any rider which provides life or disability insurance on a person other than the insured can be reinstated only as stated in the rider.

Effective Date of Reinstatement

Reinstatement will take effect: only if the application for reinstatement is approved by the Company; and only when the premium for reinstatement has been paid, provided that at the time of payment there has been no change in insurability as represented in the application for reinstatement.

Surrender Charge At and After Reinstatement

A Surrender Charge was applied when the Policy lapsed. If the Policy is later reinstated, the Surrender Charge will be credited to the Cash Value of the Policy. The Surrender Charge on the date of reinstatement will be the same as it was on the date of lapse. For the purpose of determining the Surrender Charge on any date after reinstatement, the period the Policy was lapsed will not count.

Maximum Monthly Administrative Charge After Reinstatement

For the purpose of determining the Maximum Monthly Administrative Charge on any date after reinstatement, the period the Policy was lapsed will not count.

14. Cash Value of the Policy

Cash Value

The first net premium will be credited to the Policy as of the latest of:

- · The Policy Date;
- The date of the last Part II of the Application for the initial Face Amount; and
- The date the first premium is received by the Company.

Each future net premium will be credited to the Cash Value as of the date it is received by the Company.

The Cash Value of the Policy will depend on the net investment performance of the Money Market sub-account until the later of: 45 days after Part I of the Application for the initial Face Amount is signed; and 10 days after the Company mails the separate Notice of Withdrawal Right for the initial Face Amount. Thereafter, the Cash Value of the Policy is equal to: the Policy's share of the chosen subaccounts; plus the Policy's portion of the Fixed Account; plus the amount of any assets transferred to the general account of the Company because of Policy Loans. (See Section 15.) The amount of the Cash Value depends on: the frequency and amount of net planned premiums; the frequency and amount net unscheduled payments; investment performance of the chosen sub-accounts; interest credited to the Policy's portion of the Fixed Account; Monthly Deductions; all chosen Death Benefit Options; partial surrenders; increases and decreases in Face Amount; transfers among sub-accounts and the Fixed Account; and Policy Loans. The Cash Value can increase or decrease on a daily basis, actual investment on: the depending performance of the chosen sub-accounts; and the interest credited to the Policy's portion of the Fixed Account. (See Actual Investment Return below.)

The Cash Value of the Policy is not increased by the cash value of any rider, unless stated in the rider. Net Cash Value

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The Net Cash Value is equal to:

- The Cash Value of the Policy; LESS
- Any Policy Loan Balance; LESS
- The Surrender Charge that would apply upon surrender, whether or not there is a surrender. (See Section 3.)

Surrender of the Policy

You can surrender the Policy for its Net Cash Value at any time before the Maturity Date by notice to the Company in writing. Upon surrender, the Policy will be cancelled. The Net Cash Value will be paid to you in one sum, unless you choose in writing to apply all or part to a Payment Option. (See Payment of Benefits, Section 19.) If you surrender the Policy during the grace period, an amount will be deducted from the Net Cash Value to cover the Monthly Deduction to the date of surrender.

Monthly Cost of Insurance Adjustment At Surrender or Partial Surrender

The pro rata portion of any monthly cost of insurance deduction made for a period beyond the date of surrender or partial surrender (See Section 16) will be added to the surrender proceeds.

Actual Investment Return

The Policy has an Actual Investment Return for each Valuation Period for its share of each chosen sub-account and for its portion of the Fixed Account. The Policy's Actual Investment Return for each sub-account for each Valuation Period is equal to (a) minus (b); where:

(a) is equal to the Policy's share of the subaccount as of the end of the Valuation

PLUS

the monthly charges deducted in the Valuation Period:

LESS

any net planned premium and net unscheduled payment credited during the Valuation Period;

PLUS

the total of the partial surrenders made during the Valuation Period;

PLUS

the interest credited during the Valuation Period to any borrowed portion of the Policy's Cash Value;

PLUS or LESS

a charge or credit for the Policy's share of any reserve for taxes which the Company determines to apply to the sub-account; and

 (b) is equal to the Policy's share of the sub-account as of the end of the most recent Valuation Period;

PLUS or LESS

a charge or credit for the Policy's share of any reserve for taxes which the Company determines to apply to the sub-account.

The Actual Investment Return for the Fixed Account for each Valuation Period is equal to (a) minus (b); where:

 (a) is equal to the Policy's portion of the Fixed Account as of the end of the Valuation Period;

PLUS

the monthly charges deducted in the Valuation Period;

LESS

any net planned premium and net unscheduled payment credited during the Valuation Period;

PLUS

the total of the partial surrenders made during the Valuation Period;

PLUS

the interest credited during the Valuation Period to any borrowed portion of the Policy's Cash Value; and

(b) is equal to the Policy's portion of the Fixed Account as of the end of the most recent Valuation Period.

There is a daily charge for mortality risk and expense risk against the Policy's share of the sub-accounts. This charge will not be greater than: .001369863014% which is a rate equivalent to .50% per year divided by 365.

Valuation Periods and Valuation Dates A Valuation Period for each sub-account is a period:

- · Which starts on a Valuation Date; and
- Which ends on the next succeeding Valuation Date.

Each day the New York Stock Exchange is open for trading is a Valuation Date.

15. Policy Loans

Policy Loans

After the Right to Return the Policy period you can borrow all or part of the Loan Value of the Policy by written request to the Company. Policy Loans are made on the sole security of the Policy. The amount you can borrow at any time is equal to the Loan Value less any Policy Loan Balance at that time.

Unless you request otherwise, Policy Loans will reduce *first*, the Policy's share of the sub-accounts proportionately and *second*, the Policy's portion of the Fixed Account, except as noted below in the Interest on Loans; Policy Loan Balance provision. Assets equal to the amount of the Loan:

- Will be transferred to the general account of the Company; and
- Will earn interest at the effective rate per year of not less than: the Policy Loan Interest Rate; less 1.5%

Policy Loans, whether or not repaid, can have a permanent effect on Cash Values and Death Benefits.

Loan Value

The Loan Value of the Policy on the date the Loan is made is equal to:

 90% of the Cash Value of the Policy projected to the next policy anniversary or, if earlier, to the next Planned Premium Date;

LESS

 The Surrender Charge that would apply upon surrender (whether or not there will be a surrender) on the next Planned Premium Date or, if greater, on the date the loan is made;

LESS

Loan interest to the next loan interest due date.

The Cash Value will be projected with interest at the effective rate per year of 1.5% less than the Policy Loan Interest Rate.

16. Adjustment

Interest on Loans; Policy Loan Balance

Interest will be charged on Policy Loans at the Policy Loan Interest Rate shown in Section 1. Interest accrues daily. The Policy Loan Balance at any time means Policy Loans outstanding plus interest accrued to date. Loan interest is due on the policy anniversary each year. Loan interest not paid when due will be added to the Loan and interest will be charged on it; when loan interest is added to the Loan, the Policy's share of the sub-accounts and the Policy's portion of the Fixed Account will be reduced proportionately.

Repayment of Loans

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Policy Loans can be repaid to the Company at any time in whole or in part. Loan repayments will be allocated: *first*, to repay the Loans made against the Fixed Account; and *second*, unless you request otherwise, to repay the Loans made against the sub-accounts in the same proportion as the Policy is invested in the sub-accounts.

The rate of interest for each loan repayment allocated to the Fixed Account will be the lesser of: the rate set by the Company in advance for the date the loan repayment is allocated to the Fixed Account; and the effective interest rate (see Fixed Account Interest) for the Policy on the date of the repayment.

A Policy Loan is a charge against the Policy. The proceeds of the Policy will be reduced by any Policy Loan Balance on the date of death of the Insured. If the Policy Loan Balance at any time exceeds the Cash Value of the Policy less the Surrender Charge on the next loan interest due date or, if greater, on the current Valuation Date (called "excess Policy Loan"), the Company will mail a notice to you and to any assignee. The notice will be mailed to the addresses on record with the Company. If the excess amount is not paid to the Company within 62 days after the mailing of the notice, the Policy will lapse without value.

Unless you request otherwise, any payment received by the Company when a Policy Loan exists on the Policy will be used: first, as a planned premium; second, as payment of the loan interest due; third, as a repayment of the Policy Loan; and fourth, as an unscheduled payment.

Increase in Face Amount

After the first policy year, the Face Amount can be increased on the first day of any policy month. (See Limit on Adjustments below.) An increase in Face Amount is subject to:

- Written application to increase the Face Amount;
- Proof that the Insured is insurable;
- New insurance for the amount of the increase on the same plan at the age of the Insured on the Adjustment Date being allowed under the underwriting rules of the Company;
- The amount of the increase being at least \$25,000, except with the consent of the Company;
- A Monthly Deduction for the increase. (See Monthly Deduction, Section 12.); and
- A Face Amount Increase Administrative Charge not greater than the Maximum stated in Section 1, unless the increase is not medically underwritten, to be deducted from the Cash Value in the same proportion as the Cash Value of the Policy is in the sub-accounts and the Fixed Account.

There is a new Surrender Charge Period associated with an increase in Face Amount. (See Section 3).

The amount of any rider which is attached to the Policy can be increased only as stated in the rider.

The Application to increase the Face Amount must be signed by the Insured and by you. An increase will be effective on the Adjustment Date shown in the new Policy Schedule.

Decrease in Face Amount

The Face Amount may be decreased by written application to the Company; but only if the Face Amount which will remain after a decrease is at least \$100,000, except with the consent of the Company. No portion of the Cash Value will be paid to you. A Surrender Charge may apply to a decrease in Face Amount. (See Section 3.) Any Surrender Charge applied will be based on the amount of the decrease. Thereafter, any Surrender Charges will be proportional to the remaining Face Amount. Any decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis, except with the consent of the Company. The Cash Value after the decrease in Face Amount will be equal to: the Cash Value just prior to the decrease; less any Surrender Charge for the decrease. The Death Benefit will be recalculated based on the new Face Amount and the Cash Value after decrease. A decrease in Face Amount will be effective on the Adjustment Date shown in the new Policy Schedule. A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

Partial Surrender

After the Right to Return the Policy Period, you can make a partial surrender by written request to the Company. A portion of the Cash Value will be paid to you. A Surrender Charge may apply if you make a partial surrender. (See Section 3.) Any Surrender Charge applied will be based on the amount of the decrease in Face Amount. (See below). Thereafter, any Surrender Charge will be proportional to the remaining Face Amount. In each policy year, partial surrenders will be limited, except with the consent of the Company, to: 20% of the Net Cash Value on the day the first partial surrender is made for the policy year; or, if less, the Loan Value minus any Policy Loan Balance. The amount of the partial surrender will be deducted from the Cash Value. The Death Benefit of the Policy will be based on the Face Amount after the partial surrender and the reduced Cash Value. The Face Amount of the Policy will be reduced, if necessary, so the amount at risk after the partial surrender is not greater than the amount at risk before the partial surrender. (See Cost of Insurance, Section 12). Any decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis, except with the consent of the Company. The Face Amount which will remain after the partial surrender must be at least \$100,000, except with the consent of the Company. A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

Unless you request otherwise, a partial surrender will reduce: first, the Policy's portion of the sub-accounts proportionately; and second, the Policy's portion of the Fixed Account.

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17. 24 Months Conversion Right

Limit on Adjustments

On an Adjustment Date you can have only one increase in Face Amount. Therefore, if this Policy includes a Level Term Insurance Rider and you request both an exchange of term insurance for an increase in Face Amount and an additional increase in Face Amount for this Policy:

- If the two increases will be on the same underwriting class, the two requests will be combined and processed as one adjustment; otherwise
- The additional increase in Face Amount will be processed first and the exchange of term insurance will be processed one month later.

Adjustment of the Policy

The Policy Schedule and Sections 2 through 5, must be changed to reflect an increase or a decrease in the Face Amount. The Policy Schedule must be changed also to reflect a change in the Death Benefit Option. The changed Policy Schedule and the changed Sections 2 through 5, if any, and the Application for the adjustment will be made part of the Policy by adjusting the Policy. The Company can, at its option, adjust the Policy:

- By sending you a new Policy Schedule, and new Sections 2 through 5, if any, and a copy of the Application for the adjustment for you to attach to the Policy; or
- By requiring that the Policy be returned to have the new Policy Schedule and new Sections 2 through 5, if any, and a copy of the Application for the adjustment attached to the Policy by the Company; or
- By sending you an adjusted policy to take the place of this Policy.

Upon adjustment the Policy will be in force only as adjusted.

24 Months Conversion Right

The 24 Months Conversion Right allows you to convert all or a portion of this Policy, subject to the terms of this Section, to fixed benefit coverage: by transferring value to the Fixed Account; and by allocating future premiums and future net unscheduled payments to the Fixed Account.

A request to exercise the 24 Months Conversion Right must be in written form satisfactory to the Company. The 24 Months Conversion Right can be exercised:

- Once within 24 months after the Date of Issue of the Policy;
- Once within 24 months after the Adjustment Date of an increase in Face Amount; and

Even if the Company is restricting new amounts applied to the Fixed Account. (See Restriction of New Amounts Applied to the Fixed Account provision of Section 9.)

If the Company is not restricting amounts applied to the Fixed Account: you can transfer to the Fixed Account all or part of the Policy's Cash Value in the sub-accounts; and you can allocate all or part of future net premiums and net unscheduled payments to the Fixed Account. However, at any time in the future if the Company is restricting new amounts applied to the Fixed Account, the Company reserves the right to limit the allocation of future net premiums and net unscheduled payments to the Fixed Account to the Policy's lowest Fixed Account allocation percentage since the most recent date when this Right was exercised. The Policy's share of the subaccounts will be reduced proportionately when Cash Value is transferred under this Right.

If the Company is restricting amounts applied to the Fixed Account: you can transfer to the Fixed Account the portion of the Policy's Cash Value in the sub-accounts which is attributable to the coverage for which this Right is being exercised; and you can allocate future net premiums and net unscheduled payments to the Fixed Account based on the Company's published rules. The Policy's share of the sub-accounts will be reduced proportionately when Cash Value is transferred under this Right.

Transfers to the Fixed Account resulting from the exercise of the 24 Months Conversion Right are not counted in the limit of 4. (See Transfer Option provision of Section 8.)

18. Owner and Beneficiary

Owner

The Owner of the Policy is named in the Application (see copy attached); but, the Owner can be changed. The new Owner will succeed to all rights of the Owner, including the right to make a further change of Owner. At the death of the Owner, his or her estate will be the Owner, unless a successor Owner has been named. In this Policy "you" means the Owner, whether the Owner is a person, a partnership, a corporation, a fiduciary or any other legal entity. The rights of the Owner will end at the death of the Insured, except for Payment of Benefits. (See Section 19.)

Beneficiary

The Beneficiary is named in the Application (see copy attached); but, the Beneficiary can be changed before the death of the Insured. The Beneficiary can be a person, a corporation, a partnership, a fiduciary or any other legal entity. A person must survive the Insured to qualify as Beneficiary. If none survives, the proceeds will be paid to the Owner.

Change of Owner or Beneficiary

A change of Owner or Beneficiary must be in written form satisfactory to the Company, and must be dated and signed by the Owner who is making the change. The change will be subject to all payments made and actions taken by the Company under the Policy before the signed change form is received by the Company at its Home Office.

Assignments

An absolute assignment of the Policy by the Owner is a change of Owner and Beneficiary to the assignee. A collateral assignment of the Policy by the Owner is not a change of Owner or Beneficiary; but their rights will be subject to the terms of the assignment. Assignments will be subject to all payments made and actions taken by the Company before a signed copy of the assignment form is received by the Company at its Home Office. The Company will not be responsible for determining whether or not an assignment is valid.

Designation of Owner and Beneficiary

A numbered sequence can be used to name successive Owners or Beneficiaries. Co-Beneficiaries will receive equal shares unless otherwise stated.

In naming Owners or Beneficiaries, unless otherwise stated:

- "Child" includes an adopted or posthumous child;
- "Provision for issue" means that if a Beneficiary does not survive the Insured, the share of that Beneficiary will be taken by his or her living issue by right of representation; and
- A family relation such as "wife", "husband" or "child" means the relation to the Insured.

At the time for payment of benefits the Company can rely on an affidavit of any Owner or other responsible person to determine family relations or members of a class.

19. Payment of Benefits

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The policy proceeds will be paid in one sum, unless all or part of the proceeds is applied to a Payment Option. (See Section 20.) The Company will pay interest on the death and maturity proceeds from the date the proceeds become payable to the date of payment in one sum, or to the Option Date. The rate of interest will be set each year by the Company. The rate will not be less than: that required by law; or 3 1/2% per year. The interest payable on surrender proceeds is described in Section 7.

Selection of Payment Options: Option Date

The selection of a Payment Option and the naming of the Payee must be in written form satisfactory to the Company. You can make or change or revoke the selection before death of the Insured. The Option Date is the effective date of the Payment Option, as stated in the selection form.

Payee

The Payee is a person, a corporation, a partnership, a fiduciary or any other legal entity entitled to receive payment in one sum or under a Payment Option.

Selection by Payees

Any proceeds payable in one sum at the death of the Insured, or upon surrender or maturity of the Policy, can be applied to any Payment Option chosen by the Payee. Further, with the consent of the Company, any Payee who is entitled to receive proceeds in one sum when a Payment Option ends, or at the death of a prior Payee, or when proceeds are withdrawn, can choose to apply the proceeds to a Payment Option.

Rights of Payees

In the selection of a Payment Option the right can be given to the Payee:

- To withdraw principal and interest under the Fourth or Fifth Option; or
- To withdraw the commuted value of payments certain under the First, Second, or Sixth Option.

Under the Life Income Options only payments certain can be commuted. No Payee can assign, commute or withdraw the payments under any Payment Option, unless the right is reserved in the selection of the Option.

Limitations

If instalments under an Option would be less than \$20, proceeds can be applied to a Payment Option only with the consent of the Company.

Life Income Options

Guaranteed Life Income Options are based on the age of the Payee on the Payee's birthday nearest the Option Date. The Company will require proof of age, The Life Income payments will be based: on the rates shown in the Life Income Tables (Section 21); or, if they are greater, on the Payment Option rates of the Company on the Option Date. If the rates at a given age are the same for different periods certain, the longest period certain will be used.

Purchase of Increased Payment Option Benefits

On the Option Date, a one sum purchase payment can be made to the Company to be added to the proceeds being applied to any Payment Option. The portion of Life Income payments purchased in this way will be based on the Payment Option rates of the Company on the Option Date, which may not be the rates shown in the Life Income Tables (Section 21). The purchase payment will be limited to the Company's published maximum for single premium immediate annuities on the Option Date. A portion of the purchase payment may be used by the Company to pay premium taxes on the purchase payment.

Death of Payee

If a Payee under a Life Income Option dies within 30 days after the Option Date, the amount applied to the Option, less any payments made, will be paid in one sum, unless a Payment Option is chosen by the successor Payee. Otherwise, amounts to be paid after the death of a Payee under a Payment Option will be paid as due to the successor Payee. If there is no successor Payee, amounts to be paid in one sum, or the commuted value of any unpaid payments certain, will be paid in one sum to the estate of the last Payee to die.

20. Payment Options

Commutation Rate

The interest rate used to compute the commuted value of any unpaid payments certain:

- Under the First Option will be 3 1/2% per year; and
- Under the Life Income Options will be the rate used by the Company in computing the amount of the monthly payments.

Payment Options

All or part of the policy proceeds can be applied to any one of the following Options, subject to Section 19, Payment of Benefits:

First Option: Income for a Specified Number of Years

The Company will make monthly payments which will include both principal and interest. Payments will start on the Option Date and will continue for the number of years chosen. The number of years chosen cannot be more than 30. Interest is at the rate of 3 1/2% per year compounded yearly. Additional interest paid by the Company for any year will be added to the monthly payments for that year.

Guaranteed monthly payments per \$1,000 of proceeds applied to the First Option are shown below:

Number of Years		Number of Years		Number of Years	
1	\$84.65	11	\$9.09	21	\$5.56
2	43.05	12	8.46	22	5.39
3	29.19	13	7.94	23	5.24
4	22.27	14	7.49	24	5.09
5	18.12	15	7.10	25	4.96
6	15.35	16	6.76	26	4.84
7	13.38	17	6.47	27	4.73
8	11.90	18	6.20	28	4.63
9	10.75	19	5.97	29	4.53
10	9.83	20	5.75	30	4.45

Second Option: Life Income

The Company will make equal monthly payments. Payments will start on the Option Date and will continue:

- During the life of the Payee, with no further payment after the death of the Payee, called "Life Income, No Refund"; or
- During the life of the Payee, but for at least 10 years, called "Life Income, 10 Years Certain"; or
- During the life of the Payee, but for at least 20 years, called "Life Income, 20 Years Certain".

Third Option: Life Income with Refund

The Company will make equal monthly payments. Payments will start on the Option Date and will continue during the life of the Payee. At the death of the Payee, if the total payments made are less than the total proceeds applied to the Option, then:

- The difference will be paid in one sum, called "Life Income, Cash Refund"; or
- The equal monthly payments will continue until the total payments are equal to the total proceeds applied to the Option, called "Life income, Instalment Refund".

Fourth Option: Interest

The Company will hold the proceeds at interest during the life of the Payee or for any other period agreed to by the Company. Interest on the proceeds:

- Will be paid each month to the Payee starting one month after the Option Date; or
- Will be added to the principal amount each year and will earn interest.

At the death of the Payee, or at the end of the period agreed to, the balance of principal and any accrued interest will be paid in one sum. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year.

Fifth Option: Specified Amount of Income

The Company will make monthly payments which will include both principal and interest. Payments will be in the amount chosen. Payments can be quarterly or at any other frequency chosen, and payments can be for different amounts, all subject to the consent of the Company. Payments will start on the Option Date and will continue until the balance is fully paid out. At the death of the Payee any unpaid balance and accrued interest will be paid in one sum. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year. Interest will be added each year to the principal and will earn interest.

Sixth Option: Life Income for Two Lives

The Company will make monthly payments. Payments will start on the Option Date and will continue:

- While either of two Payees is living, called "Joint and Survivor Life Income"; or
- While either of two Payees is living, but for at least 10 years, called "Joint and Survivor Life Income, 10 Years Certain"; or
- While two Payees are living, and after the death of one Payee, two-thirds of the monthly amount while the other Payee is living, called "Joint and 2/3 to Survivor Life Income".

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21. Life Income Tables

Life Income Tables

Guaranteed monthly payments per \$1,000 of amounts applied to the Life Income Options are shown below:

Second and Third Options:			Life Inc	ome	
Age		10	20		***************************************
of	No	Years	Years	Cash	Instalment
Payee *15	Refund	Certain	Certain	Refund	Refund
16	\$3.19 3.21 3.22	\$3.19 3.20 3.22 3.23	\$3.19 3.20 3.21	\$3.18 3.19	\$3.19 3.20 3.21
17 18	3.22 3.23	3.22	3.21 3.23	3.19 3.21 3.22	3.21
19	3.25	3.24	3.24	3.22	3.22 3.24
20	3.26 3.27 3.29	3.26 3.27	3.25	3.25 3.26	3.25
21 22	3.27	3.27 3.29	3.27 3.28	3.26 3.28	3.2 6 3.28
23	3.31	3.29 3.30	3.30	3.29	3,29
24	3.32	3.32	3.31	3.31	3.31
25 26	3.34 3.36 3.38	3.34 3.36	3.33 3.35	3.32 3.34	3.33 3.35
27 28	3.38 3.40	3.37 3.39	3.37 3.39	3.36	3.36 3.38
29	3.42	3.41	3.41	3.38 3.40	3.38
30 31	3.44	3.44	3.43 3.45	3.42	3.42
32	3.46 3.49	3.46 3.48	217	3.44 3.46	3,44 3.47
33 34	3.51 3.54	3.51 3.53	3.50 3.52	3.46 3.49 3.51	3.49
35	3.56	3.56	3.55	et.	3.52
36 37	3.59	3.59 3.62 3.65	3.58	3.54 3.56	3.54 3.57 3.60 3.63
37 38	3.62 3.66	3.62 3.65	3.60 3.63	3.59	3.60 2.63
39	3.69	3.69	3.67	3.62 3.65	3.66
40 41	3.73	3.72 3.76	3.70 3.73	3.68 3.71	3.69 3.72
42	3.76 3.80	3.79 3.84	3.77	3.75	3.76
43 44	3.84 3.89	3.84 3.88	3.80 3.84	3.78 3.82	3.79 3.83
45	3.93	3.92	3.88	3.86	3.87
46 47	3.98	3.97	3.92	3.90	3.91
48	4.03 4.08	4.02 4.07	3.97 4.01	3.94 3.99	3.96 4.00
49	4.14	4.12	4.06	4.03	4.05
50 51	4.20 4.26	4.18 4.23	4.11 4.16	4.08 4.13	4.10 4.15
52	4.32	4.30	4.21	4.19 4.24	4.21 4.27
53 54	4.39 4.46	4.36 4.43	4.26 4.32	4.24 4.30	4.27 4.33
55	4.54	4.50	4.37	4.36	4.39
56 57	4.62	4.58	4.43	4.43	4.46
58	4.70 4.79	4.65 4.74	4.49 4.56	4.4 9 4.57	4.53 4.60
59	4.89	4.83	4.62	4.64	4.68
60 61	4.99 5.10	4.92 5.02	4.68 4.75	4.72 4.80	4.76 4.85
62	5.10 5.22	5.12	4.82	4.89	4.94 4.94
63 64	5.34 5.47	5.23 5.35	4.88 4.95	4.98 5.07	5.03 5.13
65	5.61	5.47	5.02	5,17	5.24
66 67	5.76 5.92	5.60 5.73	5.08	5.28 5.39	5. 35
68	6.10	5.87	5.15 5.21 5.27	5.39 5.51	5.47 5.59
69	6.28	6.02	5.27	5.63	5.72

Age		10	20	***************************************	<u> </u>
of	No	Vears	Years	Cash	Instalment
Payee	Refund	Certain	Certain	Refund	Refund
70 71 72 73 74	\$6.48 6.70 6.92 7.17 7.43	\$6.17 6.33 6.49 6.66 6.84	\$5.33 5.38 5.43 5.48 5.52	\$5.76 5.89 6.04 6.19 6.34	\$5.86 6.00 6.16 6.32 6.49
75 76 77 78 79	7.71 8.02 8.34 8.69 9.07	7.02 7.20 7.38 7.56 7.75	5.56 5.60 5.63 5.66 5.68	6.52 6.69 6.87 7.07 7.27	6.67 6.86 7.06 7.27 7.50
80 81 82 83 84	9.47 9.90 10.36 10.86 11.39	7.93 8.11 8.28 8.45 8.62	5.70 5.71 5.73 5.73 5.74	7.49 7.73 7.96 8.21 8.50	7.74 7.99 8.25 8.53 8.83
**85	11,96	8.77	5.75	8.78	9.14

* and under **and over

Circle O-	45		- £ T		
Sixth Op	tion: Life	incom	e for IW	o Lives	
Age of One	Age of O	ther Payee			
Payee	55	60	65	70	75
	J	int and S	urvivor		
55	\$4.04	\$4.17	\$4.28	\$4.37	\$4.43
60	4.17	4.36	4.53	4.68	4.79
65	4.28	4.53	4.79	5.02	5.22
70	4.37	4.68	5.02	5.38	5.71
75	4.43	4.79	5.22	5.71	6.22
80	4,47	4.87	5.37	5.98	8.68
	Joint and S	Survivor, '	10 Years C	ertain	
55	\$3,96	\$4.09	\$4.20	\$4.36	\$4.42
60	4.09	4.27	4.44	4.59	4.77
65	4.20	4.44	4.69	4.91	5.09 5.50 5.88
70	4.36	4.59	4.91	5.22	5.50
75	4.42	4,77	5.09	5.50	5.88
80	4.46	4.85	5.33	5.72	6.21
	Joint	and 2/3 t	o Survivor		
55	\$4.37	\$4.56	\$4.76	\$4.99	\$5.23
60	4.56	4.78	5.02	5.30	5.59
65	4.76	5.02	5.33	5.67	6.03
70	4.99	5.30	5.67	6.10	6.57
75	5.23	5.59	6.03	6.57	7.18
80	5.48	5.89	6.41	7.06	6.03 6.57 7.18 7.84

Payments for other ages will be quoted by the Company on request.

The rates shown above are based on an interest rate of 3 1/2% per year; and on mortality: using a 60/40 male/female weighting based on the Individual Annuitant Mortality Table for 1983; and with projection on Scale G to the year 2000 and then on Scale B Modified to year 2010.

Endorsement

₃nt

377

1.43 1.79 5.22 5.71 5.22

8.68

4.42 4.77 5.09 5.50

5.88 6.21

5.23 5.59 6.03 6.57 7.18

7.84

an on ting tality le G ified As of the Date of Issue of this Policy, the Suicide Within Two Years provision for this Policy and any riders is modified such that the Company will determine the proceeds using the greater of: the reserve of the insurance which is subject to the provision; and the amounts used to purchase the insurance which is subject to the provision.

New England Life Insurance Company Home Office:

501 Boylston Street, Boston, Massachusetts

. President

Endorsement

Modification of Payment of Benefits Section As of the Date of Issue of this Policy, in the Commutation Rate provision of the Payment of Benefits Section, the following change is made: The reference to a rate of interest of 3 1/2% is changed to refer to a rate of interest of 3%.

Modification of Payment Options Section As of the Date of Issue of this Policy, in the Payment Options Section, the following change is made:

All references to a rate of interest of 3 1/2% are changed to refer to a rate of interest of 3%.

Modification of Payment Options Section
As of the Date of Issue of this Policy, the following table is substituted for the table in the First Option: Income for a Specified Number of Years provision.

Guaranteed monthly payments per \$1,000 of amounts applied to the First Option are shown below:

Number of Years		Number of Years	4	Number of Years	•
1	\$84.47	11	\$8.86	21	\$5.32
2	42.86	12	8,24	22	5.15
3	28.99	13	7.71	23	4.99
4	22.06	14	7.26	24	4.84
5	17.91	15	6.87	25	4.71
6	15.14	16	6.53	26	4.59
7	13.16	17	6.23	27	4.47
.8	11.68	18	5.96	28	4.37
. 8 9	10.53	19	5.73	29	4.279
10	9.61	20	5.51	30	4.18

Modification of Life Income Tables Section As of the Date of Issue of this Policy, the following section is substituted for the Life Income Tables section:

Life Income Tables

Guaranteed monthly payments per \$1,000 of amounts applied to the Life Income Options are shown below:

Second and Third Options:			Life Inco	ome	
Age		10	20		
of	No	Years	Years	Cash	Instalment
Payee	Refund	Certain	Certain	Refund	Refund
*15	2.83	2.82	2.82	2.82	2.82
16	2.84	2.34	2.83	2.83	2.83
17	2.85	2.85	2.85	2.84	2.84
18	2.86	2.86	2.86	2.85	2.86
19	2.88	2.88	2.87	2.87	2.87
20	2.89	2.89	2.89	2.88	2.88
21	2.03	2.90	2.90	2.89	2.90
22	2.92	2.92	2.92	2.91	2.91
23	2.94	2.94	2.93	2.92	2.93
24	2.95	2.95	2.95	2.94	2.94
25	2.97	2.97	2.98	2.96	2.96
26	2.99	2.99	2.98	2.97	2.98
27	3.01	3.00	3.00	2.99	2.99
28	3.03	3.02	3.02	3.01	3.01
29	3.04	3.04	3.04	3.03	3.03
30	3.07	3.06	3.06	3.05	3.05
31	3.09	3.09	3.08	3.07	3.07
32	3.11	3.11	3.10	3.09	3.09
33	3.13	3.13	3.13	3.11	3.12
34	3.16	3.16	3.15	3.14	3.14
35	3.18	3.18	3.18	3.16	3.17
36	3.21	3.21	3.20	3.19	3.19
37	3.24	3.24	3.23	3.21	3.22
38	3.27	3.27	3.26	3.24	3.24
39	3.30	3.30	3.29	3.27	3.27
40	3.33	3.33	3.32	3.30	3.30
41	3.37	3.36	3.35	3.33	3.34
42	3.40	3.40	3.38	3.36	3.37
43	3.44	3.44	3.42	3.39	3.40
44	3.48	3.48	3.45	3.43	3.44
					3
45	3.52	3.52	3.49	3.47	3.48
46	3.57	3.56	3.53	3.50	3.51
47	3.61	3.60	3.57	3.54	3.55
48	3.66	3.65	3.62	3.58	3.60
49	3.71	3.70	3.66	3.63	3.64
					3.69 3.74 3.79 3.84 3.90
50	3.76	3.75	3.71	3.67	3.89
50 51	3.82	3.80	3.75	3.72	3.69 3.74
52	3.88	3.86	3.81	3.72	3.79
53	3.94	3.92	3.86	3.82	3.84
54	4.00	3.98	3.91	3.88	3.90

1 1					~~~~~	
the	Age		10	20		
Life	of	No	Years	Years	Cash	Instalment
36	Payee	Refund	Certain	Certain	Refund	Refund
8	55	4.07	4.05	3.97	3.93	3.95
8	56	4.14	4.12	4.03	3.99	4.02
- 3	57	4.22	4.19	4.09	4.06	4.08
of	58	4.30	4.27	4.15	4.12	4.15
are	59	4.39	4.35	4.21	4.19	4.22
	60	4.48	4.44	4.28	4.26	4.29
	61	4.58	4.53	4.35	4.34	4.37
18	62	4.68	4.63	4.41	4.42	4.45
	63	4.79	4.73	4.48	4.50	4.54
nent	64	4.91	4.84	4.55	4.58	4.63
<u></u>	65	5.04	4.95	4.62	4.68	4.73
100	66	5.17	5.07	4.69	4.77	4.73 4.83
	67	5.32	5.20	4.76	4.87	4.63 4.93
Ţ.	68	5.48	5.33	4.83	4.98	4.93 5.04
	69	5.64	5.47	4.89	5.09	5.16
	70	5.82	5.62	4.96	5.20	5.28
	71	6.01	5.77	5.02	5.32	5.41
- 4	72	6.22	5.92	5.08	5.45	5.55
- 3	73	6.44	6.09	5.13	5.59	5.69
	74	6.67	6.26	5.18	5.72	5.84
		0.07	5.20	3.10	3.72	5.04
¥.	75	6.92	6.43	5.23	5.87	6.00
	76	7.19	6.61	5.27	6.02	6.17
	77	7.48	6.79	5.31	6.18	6.34
	78	7.79	6.97	5.34	6.35	6.53
	79	8.12	7.15	5.37	8.53	6.72

Second and Third Options: Life Income

* and under	**	and	over
-------------	----	-----	------

8.48

8.85

9.25

9.67

10.13

10.62

7.34

7.52

7.69

7.87

8.04

8.20

5.40

5.42

5.44

5.46

5.47

5.48

6.71

6.90

7.11

7.31

7.53

7.78

6.93

7.14

7.36

7.59

7.84

8.09

80

81

82

83

84

**85

Sixth Op	tion: Life	Income	for Tw	o lives	
Age of One		Other Payee			
Payee	55	60		PR 40	
(Female)	33	00	65	70	75
(гетате)					
	Joir	nt and Su	rvivor		***************************************
55	\$3.63	\$3.75	\$3.85	\$3.93	\$3,98
60	3.75	3.92	4.08	4.21	4.31
65	3.85	4.08	4.31	4.52	4.69
70	3.93	4.21	4.52	4.83	5.12
75	3.98	4.31	4.69	5.12	5.57
80	4.02	4.38	4.82	5.36	5.97
	Joint and Su	rvivor, 10	Years Ce	rtain	
55	\$3.63	\$3.75	\$3.85	\$3.93	\$3.98
60	3.75	3.92	4.08	4.20	4.30
65	3.85	4.08	4.30	4.51	4.68
70	3.93	4.20	4.51	4.82	5.10
75	3.98	4.30	4.68	5,10	5.51
80	4.01	4.37	4.80	5.32	5.87
	Joint ar	id 2/3 to	Survivor		
55	\$3.91	\$4.08	\$4.26	\$4,46	\$4.68
60	4.08	4.28	4,50	4.74	5.00
65	4.26	4.50	4.77	5.07	5.40
70	4.46	4.74	5.07	5.45	5.87
75	4.68	5.00	5.40	5.87	6.40
80	4.90	5.27	5.73	6.30	6.98
Payments	for other	anec w		intad h	

Payments for other ages will be quoted by the Company on request.

The rates shown above are based on an interest rate of 3% per year; and on mortality: using a 50/50 male/female weighting; based on the Individual Annuitant Mortality Table for 1983; and with projection on Scale G to the year 2000 and then on Scale B Modified to year 2035.

New England Life Insurance Company 501 Boylston Street, Boston, Massachusetts

President

Endorsement

As of the Date of Issue, the following is added to the Policy.

Extended Maturity

The Company agrees to defer the Maturity Date of the Policy to which this Endorsement is attached to the date death proceeds become payable, if that date occurs after the Maturity Date shown in Section 1.

Death Benefit

If the age of the Insured on the Date of Issue is 80 or younger, the Death Benefit after the original Maturity Date will be equal to the greater of:

- The Cash Value on the date the death proceeds become payable; and
- The lesser of: the Face Amount of the Policy as of the original Maturity Date; and the Face Amount of the Policy on the policy anniversary on which the Insured is age 80.

If the age of the Insured on the Date of Issue is 81 or older, the Death Benefit after the original Maturity Date will be equal to the Cash Value on the date the death proceeds become payable.

Cash Value

The Cash Value of the Policy after the original Maturity Date will be calculated as described in the Cash Value of the Policy Section, except that the Monthly Deductions will be equal to zero.

Riders

All riders attached to the Policy, which are in effect on the original Maturity Date, will terminate on that Date.

Surrender of the Policy

You can surrender the Policy for its Net Cash Value at any time.

Premiums

Premiums and unscheduled payments cannot be made after the original Maturity Date, unless the Company sends you a premium notice as provided for in the Grace Period provision.

New England Life Insurance Company 501 Boylston Street, Boston, Massachusetts

President

Endorsement

As of the Date of Issue, each Policy or Rider provision that contains any differences based on sex is modified to provide for males and females the same:

- Rates;
- Benefits; or
- Values.

New England Life Insurance Company

Home Office:

501 Boylston Street, Boston, Massachusetts

President

PARTI	Check the appropriate company. Office Use Only:
Application for Individual and Multi-Life Life Insurance	☐ Metropolitan Life Insurance Company 200 Park Avenue, New York, NY 10166 ☐ MetLife Investors Insurance Company 13045 Tesson Ferry Road, St. Louis, MO 63128 ☐ MetLife Insurance Company 501 Boykston Street, Boston, MA 02116-3700 ☐ General American Life Insurance Company 2045 Tesson Ferry Road, St. Louis, MO 63128 ☐ MetLife Investors USA Insurance Company 222 Delaware Avenue, Suite 900, PO Box 25130, Wilmington, DE 19899
	The Company indicated above is referred to as "the Company".
SECTION 1	1. PROPOSED INSURED #1
Proposed	Name Daria L. Moore
insured(s)	Street 12009 Taliesin Place Unit 33
	City Beston State VA Zip 20190
If less than 3 years, add	Years at this address 3 SSN/Tax ID 222-46-5346
prior residence address in	Home Phone Number (713) 1889-3443
Additional Information Section, Page 13.	Work Discourse to Cally FROM TROWN TROWN TROWN
section, rage 13.	Cell Phone Number (203)304-7/15 Best number to call: Home D Work Cell
	Driver's License Number 2224653 State VA
	License Issue Date 1/14/03 License Expiration Date 2/28/07
	Marital Status
	Date of Birth 22 22 1.9:77 State/Country of Birth
	Sex I Male I Female Net Worth \$ 4,000,000
	Annual Earned Income \$ 55,000 Annual Unearned Income \$
NOTE:	Employer's Name National Confectioners Assoc
P.O. Box numbers	Street 8320 DID Court house Rd Swite 300
CANNOT be accepted	City Vienna State VA Zip 22/82
for street addresses.	Position/Title/Duties Exhibits Mar. Length of Employment 3
	2. PROPOSED INSURED #2
	Life 2, Spouse, Designated Life, Person to be covered under Applicant's Waiver of Premium Benefit
	Relationship to Proposed Insured #1
•	Name
If address is same	» Street
as Proposed	CityStateZip
Insured #1, write "SAME".	Years at this address*SSN/Tax ID
VALITE SAIVIE .	Home Phone Number () Best time to call:
$\cap \cup$ \cup	Work Phone Number () Best time to call: ☐ Daytime ☐ Evening
	Cell Phone Number () Best number to call:
ADDITIONAL	Issue Date State Expiration Date
INSUREDS:	Marital Status □ Single □ Married □ Separated □ Divorced □ Widowed
See Supplemental	Date of Birth State/Country of Birth
Forms Package.	Sex
	Annual Earned Income \$ Annual Unearned Income \$
	Employer's Name
	Street
	CityStateZip
	Position/Title/DutiesLength of Employment
	Length of Employment

If more space is needed, please use the Additional Information Section, Page 13.

SECTION 1 **Proposed** Insured(s)

(continued)

A. Are any persons to be insured a dependent spouse?	TYES INO
IF YES, please provide: Amount of existing insurance on spouse of Proposed Insured Amount of insurance applied for on spouse of Proposed Insured	\$ \$ YES NO
B. 1. Are any persons to be insured a dependent minor? IF YES, please provide: Amount of existing insurance on father/guardian Amount of existing insurance on father/guardian	\$

Amount of insurance applied for on father/gu Amount of existing insurance on mother/guardian Amount of insurance applied for on mother/guardian

2. Are all siblings of this dependent minor equally insured? IF NO, please provide details:

SUCE - MINIOR

O YES O NO

SECTION 2 Existing or **Applied For** Insurance

IF YES

Some states require the completion of an additional form. See instructions on the cover of the Replacement Forms Package.

Applicable replacement

and 1035 exchange

forms can be found

in Replacement Forms Package.

1. EXISTING or APPLIED FOR INSURANCE

A. Do any of the Proposed Insureds or Owners have any existing or applied for life insurance (L) or annuity (A) contracts with this or any other company?

Proposed Insured D VES B NO Owner BYES INO

provide details on Proposed Insured only:

Proposed Insured	Company	Type (L, A)	Amount of Insurance	Year of	Accidental Death Amount	Existing or Applied for
(#1, #2, other)			500000			O.E.
owner	MER_	1.	5.00000	 		O.E.
owner	ner_	1	Sungo			DE DE
				-		DE DA
						O E DA

B. Do any of the Proposed Insureds have any application for disability insurance (D) or critical iliness insurance (C) or long term care insurance (LTC) applied for or planned with THIS Company or its affiliates? IF YES, provide: Proposed Insured(#1, #2, other) Type (D,C,LTC)

I YES INO

2. REPLACEMENT

A. in connection with this application, has there been, or will there be with this or any other company any: surrender transaction; loan; withdrawal; lapse; reduction or redirection of premium/consideration; or change transaction (except conversions) involving an annuity or other life insurance? TYES TONO

IF YES, complete Replacement Questionnaire and Disclosure AND any other state required replacement forms

B. Is this an exchange under Internal Revenue code section 1035?

O YES O NO

IF YES, complete the 1035 Exchange Authorization for each affected policy.



	If more space is needed, please use the Additional Information Section, Page 13.
SECTION 3 Owner	IDENTITY of PRIMARY OWNER (Check one.) ☐ Proposed Insured #1 Complete Question 1 ONLY. ☐ Proposed Insured #2 Complete Question 1 ONLY. ☐ Other Person Complete Questions 1 and 2. ☐ Entity Complete Question 3 ONLY.
If U.S. Driver's License already provided, no further information is required.	1. OWNER IDENTIFICATION DU.S. Driver's License already provided on page 1 (Proposed Insured) DU.S. Driver's License □ Green Card □ Passport □ Other ID Issue Date 2-3-04 ID Reference Number 981585 ID Expiration Date 3-9-09
	2. OWNER other than PROPOSED INSURED(S)
NOTE: P.O. Box numbers CANNOT be accepted for street addresses.	Name_Davial Kelli: Banning_ Street 32 (Elestial Why City_Newson Number 302) 793-4248
IF CUSTODIAN is acting on behalf of a minor under UTMA/ UGMA, please complete Additional Owner Form in Supplemental Forms package.	Citizenship USA Country of Permanent Residence USA Date of Birth 3 9 1973 S5N/Tax ID 223 46-5325 Relationship to Proposed Insured(s) 515-HeV Employer's Name Box 5 4 Giv 15 Club of DE Street 1069 5 UMON St. City Willwington StateDE zip 19805 Position/Title/Duties DIV Of Marketing Length of Employment 3 415 Check if you wish ownership to revert to Insured upon Owner and Contingent Owner's death.
0	3. ENTITY/TRUST AS OWNER
IF TRUST Complete Trust Certification form in Supplemental	Entity/Trust Type: C Corporation S Corporation ULC Partnership Sole Proprietorship Trust Tax ID Number Date of Trust Name of Entity/Trust
Forms Package.	Name of Trustee(s)
	Street
	CityStateZip
IF BUSINESS Complete Business Supplement form in Supplemental Forms Package.	Proposed Insured(s) Relationship to Entity Nature of Business Is entity publicly traded?



	Check the appropriate company.
	Proposed Insured: Daria Moore
Additional Owners	☐ Metropolitan Life Insurance Company ☐ MetLife Investors USA Insurance Compang ☐ MetLife Insurance Company ☐ General American Life Insurance Company ☐ MetLife Investors Insurance Company ☐ Metropolitan Tower Life Insurance Company The Company indicated above is referred to as "the Company". This supplement will be attached to and become part of the application with which it is use
SECTION 1	
Joint or	IDENTITY of JOINT OF CONTINGENT OWNER (If applicable)
Contingent Owner	TYPE: Soint Contingent
<u>-</u>	IDENTITY: Proposed Insured #1 Complete Question 1 ONLY.
	☐ Proposed Insured #2 Complete Question 1 ONLY.
	Sother Person Complete Questions 1 and 2.
If U.S. Driver's	JOINT OF CONTINGENT OWNER IDENTIFICATION
License already provided, no further	U.S. Driver's License already provided on page 1 of Application
Information is	B U.S. Driver's License D Green Card IT Passnort IT Other
required.	1 1350G (CLIS) / J.F
	in Reference Number 12/4888 In Expiration Date 3-47
NOTE:	Name Devek Street 141 A School Of the Control of th
P.O. Box numbers	Name Devek Bridge Doro ore
CANNOT be accepted for street addresses	
ini priser addlesses	State / F 7:0 /097/
	Citizenship USA Country of Permanent Residence USA Date of Birth Boyne Wy YEARS SSN/Tax ID 222-62-9839 Relationship to Proposed Insuration
	Date of Birth Bown Wy VEND / SSN/Tax ID 222-62-9839
•	The second displaced in the second se
- 1	1 UBDOVELS Name // 1 PK PDA // / / / / / / / / / / / / / / / / /
	I sugget with the second of th
\sim	
	Position/Title/Duties_Gwner
SECTION 2	Custodian's name 3950 Migotz 9551
Custodian acting on	as custodian for
behalf of	under the makes or space
Owner	Uniform Transfers [or Gifts] to Minors Act. City
	CityState"Zip
	Relationship to Minor(s)
	Relationship to Minor(s)
	Total Land Li Passoort Tothor
	Issuer of ID
,	ID Reference Number ID Expiration Date

N. .

If more space is needed, please use the Additional Information Section, Page 13.

SECTION 4 Beneficiary(ies)	NOTE: Federal law states if you leave someone with special needs any assets over \$2,000, they may lose eligibility for most government benefits.
Perioritation &	Contingent Beneficiaries ONLY ☐ Check here if you want any and all living and future natural or adopted children of Proposed Insured #1 to be included as Contingent Beneficiaries. Name any living children as beneficiaries below
O Check here AND DO NOT COMPLETE If Primary Beneficiary is same as Trust or Entity Owner. If there is a court appointed legal Guardian for Beneficiary, provide name and address in	Name Danal Banning Street 32 Cellstray Way City New State DE Zip 19711 Date of Birth 3 9 13 SSN/Tax ID 200 - 46-530-5 Relationship to Proposed Insured(s) SIDING Percent of Proceeds (Multiple Beneficiaries will receive an equal percentage of proceeds unless otherwise instructed.) I PRIMARY D CONTINGENT
Additional Information Section, Page 13.	Name Derek Street A A SILVER (ake Dr. City Rehobeth Blach State DE Zip 1997 I Date of Birth 3 A SILVER (ake Dr. Relationship to Proposed Insured(s) 516 ling Percent of Proceeds (Multiple Beneficiaries will receive an equal percentage of proceeds unless otherwise instructed.)
, oy''	DPRIMARY CONTINGENT
SECTION 5 Custodian acting for Minor Beneficiary(ies)	Custodian's name



5

	If more space is needed, please use the Additional Information Section, Page 13.						
SECTION 6							
Information	1. PRODUCT & FACE AMOUNT Product Name VUL 2001						
Regarding	Face Amount \$ 5,000,000 (Complete Personal Financial Supplement if \$1,000,000 or more.)						
Insurance Applied for	☐ Group Conversion*						
Complete these forms, if applicable: •ADBR •Enricher/Equity Additions •Group Conversion •GSPO+ These forms can be found in	Optional Benefits and Riders: Guaranteed Survivor Plus Purchase Options (GSPO+) Option Period(s): Guaranteed Survivor Income Benefit (GSIB) Term Rider Specify: Life Guaranteed Purchase Option (LGPO) Acceleration of Death Benefit Rider (ADBR)* Enricher Options (PAIR/VABR)* Specify: Long Term Care Guaranteed Purchase Option (LTC-GPO) Disability Waiver (DW) Specify: Special Requests/Other: Save Age Specific Policy Date						
the Supplemental	Other						
Forms Package.	Check here if alternate OR additional policy is requested and provide full details helow. Include SIGNED & DATED illustration for each policy requested. 2. ADDITIONAL INFORMATION for WHOLE LIFE PRODUCTS Do you request automatic payment of premium in default by Policy Loan (for traditional plans), if available? Dividend Options: Paid-up Additions VAI Equity Additions* Premium Reduction Cash Accumulations/DWI						
\sim	3. ADDITIONAL INFORMATION for UNIVERSAL LIFE/VARIABLE LIFE PRODUCTS						
For Variable Life, also	Planned Premium Amount: Year 1 \$Excess/Lump Sum \$						
complete Variable Life Supplement.	Duration of premium payments						
the applement	Planned annual unscheduled payment (if applicable): \$						
	Renewal Premium (if applicable): \$						
	Death Benefit Option/Contract Type						
	Definition of Life Insurance Test: Guideline Premium Test Cash Value Accumulation Test (if available under policy applied for)						
	Guaranteed to age: (VUL only) 13 65 13 75 13 85 13 5 years 13 Other						
	4. ADDITIONAL INFORMATION for QUALIFIED PLANS						
	Qualified/Non-Qualified Plan number						

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6	If more space is need	ed, please use	the Additional Infor	mation Section, Page 13.			
SECTION 7	1. PAYMENT MODE	(Check one.)					
Payment	Direct Bill:	Annual	☐ Semi-Annual	☐ Quarterly			
Information	Electronic Payment:	☐ Monthly					
Monthly Electronic	Special Account:	Governmer	t Allotment	☐ Salary Deduction			
Payment is chosen, complete Electronic Payment Account Agreement.	Additional Details:						
	2. SOURCE of CURR			tk all that apply.) Ioney Market Fund			
	Titles of Values in and		ice/Annuity Contract	☐ Certificate of Deposit			
NOTE: It is Company Policy to	3. PAYMENT	application \$	• 1	\bigcirc			
not accept cash, traveler's checks, or money orders	Amount collected with (Must equal at least one mo	nthly premium.)					
as a form of payment for Variable Life Products.	Premium Payor: Proposed insured #	I ☐ Pro	posed Insured #2	☐ Primary Owner			
	☐ Other	751	٠ (
	Name			and the second s			
	Reason this person	is the Payor					
	4. BILLING ADDRES	S INFORMAT	ON				
11	☐ Proposed Insured #	1 Address	☐ Proposed	Insured #2 Address			
-\ \	Primary Owner's Address						
W.	Ø Other Premium Pay	or's/Alternate Bi	ling Address (Provide de	tails here.)			
$1 \mathbf{U} \mathbf{J}$	Street JAI A Silver lake Dr.						
	City Rehobeth Blach State DE Zip 19971						
	☐ Special Arrangements						
	VARIANCE AND ASSESSMENT OF THE SECOND STATE OF						
	gaggyanan dan kanangan pangan kanangan kanangan kanangan pangan kanangan kanangan kanangan kanangan kanangan k						
E-Mail	Proposed Insured #1						
Addresses	i '						
(optional)	1 '						
	1						



			Iditional Information Sect	
SECTION 8 General Risk	covered by any riders a	ipplied for.	r ALL persons to be insured	i, including those
Questions	flown in a plane otr airline or have plans IF YES, complete a se applicable Proposed		the next year? nent for each	SYES (I NO
If you need more space, please use the Additional Information Section, Page 13.	or intend to particly Underwater sports Sky sports - (skydivi similar activities); Racing sports - (mo Rock or mountain of Bungee jumping of	bate in any of the rollow - (SCUBA diving, skin diving, hang gilding, parach 	only, or similar activities); ties;	in □ YES I3 NO
	traveled or resid	wo years has ANY per led outside the U.S. or prence, please provide Pr and purpose.	Calladar	Q√ES □ NO
	Germanu Turks a C	1-business aicos-plea:	7-9 clays	5 chys
	intend to trave	wo years does ANY poly or reside outside the	U.S. or Canada?	Ø¥ES Ū NO
. 1	duration country a	urence, please provide P and purpose. - しいがんほう		-9 days
(Q_{r})	5. CITIZENSHIP/RE. A. Are all persons IF NO, please provide	to be insured U.S. Citize	ens?	STYES () NO
			Country of Citizenship —	
			_ Visa Number	
			_ Length of Time in U.S	
		ently applying for a Soci		
	B. Are all persons United States?	to be insured permaner	nt residents of the	E YES IJ NO
	IF NO, please provid			
	Proposed Insured(s)		***	



Country of Residence

8

If more space is needed, please use the Additional Information Section, Page 13. **SECTION 8** The following questions are to be answered for ALL persons to be insured, including those covered by any riders applied for. **General Risk** 6. In the last five years, has ANY person to be insured used tobacco Questions products (e.g., cigarettes; cigars; pipes; smokeless tobacco; (continued) TYES (I NO chew; etc.) or nicotine substitutes (e.g., patch, gum)? **IF YES,** please provide details: _____Date Last Used Proposed Insured(s). Amount/Frequency = 7. Has ANY person to be insured: EVER had a driver's license suspended or if you need more revoked; EVER been convicted of DUI or DWI; or had, in the last five space, please use the DOYES D NO years, any moving violations? Additional information IF YES, please provide Proposed Insured, date and violation. Section, Page 13. Proposed Insured(s) 8. Has any person to be insured EVER had an application for life, disability income or health insurance declined, postponed, rated or modified or required an extra premium? ☐ YES ☑ NO IF YES, please provide details: Proposed Insured(s)____ Details: __ 9. Are all persons to be insured: actively at work; or a homemaker performing regular household duties; or a student attending XDYES 🗆 NO school regularly? IF NO, please provide details: Proposed Insured(s) Details: Please answer these 10. LONG TERM CARE GUARANTEED PURCHASE OPTION RIDER questions only if A. Does any person to be insured under this rider currently use any requesting the mechanical equipment such as: a walker; a wheelchair; long leg braces; Long Term Care or crutches? ☐ YES ☐ NO **Guaranteed Purchase** IF YES, please note which and the reason. Option Rider. Proposed Insured(s)_ B. Does any person to be insured under this rider need any assistance or supervision with any of the following activities: bathing; dressing; walking; moving in/out of a chair or bed; toileting; continence; or taking medication? ☐ YES ☐ NO Proposed Insured(s)_



PART II	If more space is needed, please use the Additional Information Section, Page 13.							
SECTION 1 Physician Information	1. PHYSICIAN Please provide name of doctor, practitioner, or health care facility who can provide the most complete and up to date information concerning the present health of the Proposed Insured(s).							
PLEASE NOTE: If FULL PARAMEDICAL exam is required, completion of Medical questions is OPTIONAL but will expedite your application.	Physician Information for Proposed Insured #1 Check here if no doctor, practitioner or health care facility is known. Physician Name Dr. Martin Phone Number () Name of Practice/Clinic Fax Number () Street City Reston State A zip Date Last Consulted 3 2005 Reason Dromhitis Findings, treatment given, medication prescribed. If None, check here D. CINTIDIOTICS 4 INhall Physician Information Proposed Insured #1 Proposed Insured #2 Check here if no doctor, practitioner or health care facility is known.							
	Physician Name Phone Number () Name of Practice/Clinic Fax Number () Street State Zip Date Last Consulted Reason Findings, treatment given, medication prescribed. If None, check here □.							
SECTION 2 Medical Questions	1. HEIGHT/WEIGHT Proposed Insured #1 Height 5 9 Weight 138 Proposed Insured #2 Height Weight Weight Weight Weight (greater than 10 pounds) in the past 12 months?							
	Proposed Insured #1 Pounds lost Pounds gained Proposed Insured #2 Pounds lost Pounds gained Reason							

10

If more space is needed, please use the Additional Information Section, Page 13.

SECTION 2 Medical Questions

(continued)

PLEASE NOTE:

If FULL PARAMEDICAL exam is required, completion of Medical questions is **OPTIONAL** but will expedite your application.

2. Has a parent (P) or sibling (S) of any person to be insured ever had; heart disease; coronary artery disease; high blood pressure; diabetes; or mental illness? TYES TNO

IF YES, indicate below:

Proposed Insured (#1, #2)		nship to d Insured	Age if Living	Age at Death	State of Health, Specific Conditions, Cause of Death
	ΩP	□ 5			
***	ΞP	□ 5			
	ΩP	□ S			· · · · · · · · · · · · · · · · · · ·
	IJΡ	□ S			

3. Has ANY person to be insured EVER received treatment, attention, or advice from any physician, practitioner or health facility for, or been told by any physician, practitioner or health facility that he/she had:

		Proposed Insured #1		Proposed Insured #2		Oti Prop Insu	osed
A.	High blood pressure; chest pain; heart attack; or any other disease or disorder of the heart or circulatory system?	YE\$	NO S	YES	NO -	YES	
В.	Asthma; bronchitis; emphysema; sleep apnea; shortness of breath; or any other disease or disorder of the lungs or respiratory system?	13	a	o	ø	0	٥
c.	Seizures; stroke; paralysis; Alzheimer's disease; multiple scierosis; memory loss; Parkinson's disease; progressive neurological disorder; headaches; or any other disease or disorder of the brain or nervous system?	۵		a	o	0	O

Details: If you answered YES to any of the above questions, please provide details here

Question Number	Proposed Insured Name	Name of Physician Address if not already provided	Date/Duration of Illness	Diagnosis/Severity Medications/Treatment
33		Dr. Martin	3/05	Branchitis
333		Dr Martin	1993	Sports Asthma



If more space is needed, please use the Additional Information Section, Page 13.

SECTION 2 Medical Questions

(continued)

PLEASE NOTE:
If FULL PARAMEDICAL
exam is required,
completion of Medical
questions is OPTIONAL
but will expedite
your application.

3.	Has ANY	person to be insured	EVER	receive	d treatmei	nt, atten	tion, or a	dvice fr	om any
	physician,	practitioner or health	facility	/ for, cr	been told	by any	physician	, practit	ioner or
	health fac	fility that he/she had:							

		Proposed Insured #1		Proposed insured #2		Otl Prop Insu	osed
		YES	NO	YES	NO	YES	
D.	Ulcers; colitis; hepatitis; cirrhosis; or any other disease or disorder of the liver; gallbladder; stomach; or intestines?	٥		O	o	o	ø
E.	Any disease or disorder of: the kidney; bladder; or prostate; or blood, protein or pus in the urine?	Ü	13/	Œ	o	0	D
F.	Diabetes; thyroid disorder; or any other endocrine problem(s)?	ø	ď	O	ø	J	J
G.	Arthritis; gout; or disorder of the muscles, bones or joints?	o	9	۵	a	0	o
H.	Cancer; tumor; polyp; cyst or any skin disease or disorder?	o	9	П	כו	o	J
١.	Anemia; leukemia; or any other disorder of the blood or lymph glands?	O	6	o	o	g	o
J.	Depression; stress; anxiety; or any other psychological or emotional disorder or symptoms?	a	S/	o	ø	נו	٥
K	Any disease or disorder of the eyes, ears, nose, or throat?	a	GV .	٥	J	0	ø

Details: If you answered YES to any of the above questions, please provide details here.

Question Number	Proposed Insured Name	Name of Physician Address if not already provided	Date/Duration of illness	Diagnosis/Severity Medications/Treatment
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4	-
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If more space is needed, please use the Additional Information Section, Page 13.

SECTION 2 4. Has ANY person to be insured: Proposed Proposed Other Medical Insured #1 Insured #2 Proposed **Questions** Insured YES NO YES NO YES NO (continued) A. Currently, or within the past six months, been under observation or received treatment or taken any medication? (Including over-the-counter medications, vitamins, herbal supplements, etc.) 0 B. For the next six months, scheduled any doctor's PLEASE NOTE: visits, medical care, or surgery? \Box If FULL PARAMEDICAL C. During the past five years, had a: checkup; exam is required, completion of Medical electrocardiogram; chest x-ray; or medical test? 0 questions is **OPTIONAL** D. During the past five years, had any illness, injury but will expedite or health condition not revealed above; or have your application. been recommended to have any: hospitalization; surgery; medical test; or medication? 0 J E. EVER been diagnosed with or treated by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS)? Ø \Box $\overline{\Box}$ F. EVER tested positive for the AIDS Human Immunodeficiency Virus (HIV) or for antibodies to the AIDS (HIV) virus? ø G. EVER used heroin, cocaine, barbituates, or other drugs, except as prescribed by a physician or other licensed practitioner? 0 О \Box H. EVER received treatment from a physician or counselor regarding the use of alcohol, or the use of drugs, except for medicinal purposes; or received treatment or advice from an organization that assists those who have an alcohol or drug problem? П 0 \Box o

Details: If you answered YES to any of the above questions, please provide details here.

Question Number	Proposed Insured Name	Name of Physician Address if not already provided	Date/Ouration of Illness	Diagnosis/Severity Medications/Treatment
Hote		Dr. Simon Simonian	12/105	Flup to repair
		- The Vein Institute		leaking yein
		of VA		
45		Dr. Marquardt	3/06	Annual OB/Gyn
				, J



DEC-28-2005 WED 03:27	PM 154 CREATIVE FINANCIAL	FAX NO.	16103256200	ρ. 13
Additional Information	Use this page for a Attach a separa	ny additiona ate sheet if	al information. necessary.	

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Certification/ Agreement/ Disclosure					
Certification Regarding Sales Illustration	on Agent must d	theck the aug	ronriate statem	ent below.	· · · · · · · · · · · · · · · · · · ·
Agent certifies that a signed illustration is no	ot required by I	aw or the pol	cy applied for i	s not illustrat	ed in this state.
An illustration was signed and matches th					
An illustration was shown or provided but is to the policy as issued will be provided no la	s different fro u iter than at the ti	n the policy me of nolicy (r applied for. leliverv.	. An Illustrati	on conforming
 No illustration conforming to the populication. An illustration conforming to the If illustration was only shown on a com 	licy as applied for policy as issued to	or was showr will be provide	or provided pr d no later than	at the time of	he time of this of policy delivery.
An illustration was displayed on a computer but no printed copy of the illustration was p provided no later than at the time of policy and policy information:	rovided. An illust	ration conform	ning to the pol	icy as issued	will be
1. Gender (as illustrated)	OM OF	O Unisex	Age		
2. Rating class (e.g. standard, smoker)	☐ Preferred ☐ Other				□ Smoker
3 Type of policy (e.g. L-98, Whole Life)					
4. Initial Death Benefit \$	Death	Benefit Optio	on		
5. Guaranteed Minimum Death Benefit	🗇 age 55	☐ age 65	🗇 age 75	🗖 age 85	
6. Dividend Option					
7. Riders			\$		
			<u> </u>		
			\$		
Fraud Warnings					
Arkansas, Kentucky, Louisiana, New Mexico, C Any person who knowingly and with intent to defraud a	ohio, Oklahoma	nou or nou other	narean filae an ar	unticarias for in	cilentara ar
statement of claim containing any materially false infor	mation, or conceals:	for the purpose of	person nies an ap of misleading Info	mation concer	ning any fact

Washington D.C., Tennessee, Virginia

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.

Agreement/Disclosure

I have read this application for life insurance including any amendments and supplements and to the best of my knowledge and belief, all statements are true and complete. I also agree that:

- My statements in this application and any amendment(s), paramedical/medical exam and supplement(s) are the basis of any policy issued.
- This application and any: amendment(s); paramedical/medical exam; and supplement(s) to this application, will be attached to and become part of the new policy.
- No information will be deemed to have been given to the Company unless it is stated in this application and paramedical/medical exam, and any supplement(s).
- Only the Company's President, Secretary or Vice-President may: (a) make or change any contract of insurance; (b) make a binding promise about insurance; or (c) change or waive any term of an application, receipt, or policy.
- Except as stated in the Temporary Insurance Agreement and Receipt, no insurance will take effect until a policy is delivered to the Owner and the full first premium due is paid. It will only take effect at the time it is delivered if: (a) the condition of health of each person to be insured is the same as stated in the application; and (b) no person to be insured has received any medical advice or treatment from a medical practitioner since the date of the application.



Certification/ Agreement/ Disclosure (continued)

- I understand that paying my insurance premiums more frequently than annually may result in a higher yearly out-of-pocket cost or different cash values.
- If I intend to replace existing insurance or annuities, I have so indicated in Section 2, Question 2 of this application.
- I have received the Company's Consumer Privacy Notice and, as required, the Life Insurance Buyer's Guide.
- If I was required to sign an HIV Informed Consent Authorization, I have received a copy of that Authorization.

Taxpayer Identification Number Certification

Under penalties of perjury, I, the Owner, certify that:

The number shown in this application is my correct taxpayer identification number, and I am not subject to backup withholding because:

- (a) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; **OR**
- (b) the iRS has notified me that I am not subject to backup withholding. (If you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return, you must cross out and initial this item.)

I am a U.S. citizen or a U.S. resident alien for tax purposes.

(If you are not a U.S. citizen or a U.S. resident alien for tax purposes, please cross out this certification and complete form W-8BEN).

Please note: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

SIGNATUR	ES:	Signed at City, State Rehoboth Beach, DE Date 12-24-05
If not witnessing all signatures, Witness should	F	Proposed Insured #1 What March (age 15 or over)
sign next to the signature being		Signed at City, State
witnessed.	(P	Proposed Insured #2
	VI.	signed at City, State Rendorth Blach, DE pate 12-74-05
\neg ()		Owner Dunk Man 13 days 1
$) \land$		(If other than Proposed Insured) (If age 15 or over) If the Owner is a firm or corporation, include Officer's title with signature.
		Signed at City, State
		Parent or Guardian
	333	(If Owner or Proposed Insured(s) is/are under 18, sign here if not signed above.) Signed at City, State RUNDWH Bluch, DE Date 24 05
	()	Witness to Signatures
	, 6	(Licensed Agent/Producer) Please print Agent/Producer name PLY TOUR AIGUET
		Please print Agent/Producer name Surroug Avalt

	PART A: Paramadant/Sheller! Street	Core/Pollor No.: 1	NEBOOO!	22903.
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Page 2 Black to the

	Proposed Insured:	Daria 1	noore	- 2		
Variable Life Supplement	Metropolitan Life	Metropolitan Life Insurance Company				
	This supplement will be att	ached to and becom	e part of the application with wh	ich it is used.		
Important Information for the Owner - Please Read Carefully	Variable Life Insurance is generally not appropriate for time horizons of less than 10 years. These products are long-term investments that may have significant short term surrender charges. Variable Life Insurance is designed to provide death benefit protection while offering the potential for long-term cash accumulation and may not be appropriate in situations where significant liquidation of assets in the near future is expected.					
	THE DEATH BENEFIT	MAY BE VARIAB	LE OR FIXED UNDER SPEC	IFIED CONDITIONS.		
	THE CASH VALUE MA REDUCED TO ZERO, I INVESTMENT EXPERI	N ACCORDANCI	DECREASE, EVEN TO THE WITH SEPARATE ACCOUNT	EXTENT OF BEING		
	THE COST OF INSURA CURRENTLY BEING CH CHARGE THE FULL M	IARGED ARE NO	THIS POLICY MAY CHANG OT GUARANTEED, AND TH ANTEED RATES.	SE. THE RATES E COMPANY MAY		
PP-N-	ILLUSTRATIONS OF BI ARE AVAILABLE UPOI	EN EFIT S, INCLUE N REQUEST.	DING DEATH BENEFITS ANI	CASH VALUES,		
Owner's Information	Tax bracket <u>40</u> %	Liquid N (Exclude	et Worth \$0,500,000 personal residence, automobiles &	ome fumishings.)		
	Prior Investment Experience Contificate of Deposit Money Markets Other	2vears (2) Sto	y and indicate your years of experie cksyearsMutual ndsyears	rice.) Funds /O years years		
70hh	Is Owner(s) an associated po	erson of a broker de	aler?	☐ YES ☐ NO		
Investment	Investment Objective	Risk Tolerance				
Objective and Risk Tolerance	Indicate the investment objective for your policy's funding options.	Have you complet IF YES, please	ed the Asset Allocation Questions submit with application.	naire? 🗇 YES 🗇 NO		
		Indicate risk tolera the investment of	ince below. (Choose only one) Be jective and your risk tolerance for	sure it supports this policy.		
		1				
~ 0.7	Capital Preservation	☐ Conservative	☐ Conservative to Moderate			
Cyc	☐ Income	☐ Conservative ☐ Conservative	Conservative to Moderate	☐ Moderate		
SOI		☐ Conservative	☐ Conservative to Moderate ☐ Moderate to Aggressive			
JQJ	☐ Income ☐ Growth & Income	☐ Conservative ☐ Conservative	Conservative to Moderate	☐ Moderate ☐ Aggressive ☐ Aggressive		

Continued



Optional Automated Investment Strategies	PAGE 2 (continued)				
You may select ONLY ONE of the following:	If you are NOT electing any Automated Investment Strategies, please proceed to the Investment Allocation Section on the next page.				
☐ Index Selector	Check only ONE of the categories below. MetLife will allocate 100% of your net premium based on the current allocation for the Index Selector Model you choose.				
No other funding options can be selected when using this strategy.	☐ Conservative ☐ Conservative to Moderate ☐ Moderate ☐ Moderate ☐ Moderate to Aggressive ☐ Aggressive				
	I understand that MetLife will allocate my initial net payment and future net premiums based on the current allocation of the Index Selector Model I select, which my representative has shown me, for as long as I remain in this model, Feccept this current allocation and understand-it-may change at any time (after MetLife notifies me about the change). MetLife will rebalance the amount in the index Divisions and the Fixed Account each calendar quarter to match the applicable allocation percentages for that model.				
☐ Equity Generator	Automatically transfers the current month's earnings from the Fixed Account into one of the following funding options each monthly anniversary.				
A percent of premium must be allocated to the Fixed Account when this option is chosen.	Please indicate the funding option into which the transfers are to be made: Mettife Stock Index Portfolio BlackRock Aggressive Growth Portfolio				
🗇 Equalizer	Automatically rebalances the cash value in the Fixed Account and the funding option chosen below to a 50/50 split each calendar quarter.				
A percent of premium must be allocated to the Fixed Account when this option is chosen.	Please indicate the funding option to be used for the Equalizer option: MetLife Stock Index Portfolio BlackRock Aggressive Growth Portfolio				
□ Rebalancer	Automatically rebalances the cash values in the funding options in the same proportion that the net premiums are then being allocated. Rebalancing occurs each calendar quarter.				
☐ Allocator A percent of premium must be allocated to the Fixed	Automatically transfers a set amount of money from the Fixed Account to any number of available funding options on each monthly anniversary. (Value of Fixed Account must be sufficient to ensure a minimum of three (3) consecutive monthly transfers.)				
Account when this option is chosen.	Please choose one of the following transfer options, indicate the destination funding options and the dollar amount to be transferred to each in the Allocator column on the next page.				
	☐ Transfer \$ per month until the Fixed Account is depleted.				
	Transfer \$ per month for months				
	Transfer a total of \$ over months in equal installments.				
	The Allocator is a form of dollar cost averaging. Dollar cost averaging does not assure a profit or protect against a loss in declining markets. It involves continuous investment in securities regardless of fluctuation in price levels. An investor should consider his/her ability to continue purchases in periods of low price levels.				

Continued

Investment Allocation	PAGE 3 (continued) Please select funding options that are appropindicated on the first page of this form, Some	riate for the RISK TOLERAN	ICE and INVESTMENT OBJECTIVE				
	indicated on the first page of this form. Some funding options may be appropriate for more than one investment objective. For more complete information about a specific funding option, including charges and expenses, please read the prospectus carefully.						
	Indicate Initial Allocation in whole percentage		Use this column and if we do				
Risk Level	Name	* 3×8 4 ···	chosen the option on previous page.				
Conservative	Fixed Account Salomon Brothers U.S. Government Portfolio	Initial Premium Allocation	Affocator N/A				
Conservative to Moderate	BlackRock Bond Income Portfolio Lehman Brothers® Aggregate Bond Index Portfolio PIMCO Total Return Portfolio						
Moderate	Salomon Brothers Strategic Bond Opportunities Port Lord Abbett Bond Debenture Portfolio BlackRock Diversified Portfolio MFS Total Return Portfolio Neuberger Berman Real Estate Portfolio	folio					
Moderate to Aggressive	American Funds Growth-Income Fund BlackRock Large Cap Value Portfolio Davis Venture Value Portfolio F1 Value Leaders Portfolio F1 Value Leaders Portfolio Harris Oakmark Large Cap Value Portfolio Harris Oakmark focusad Value Portfolio Neuberger Berman Mid Cap Value Portfolio BlackRock Investment trust Portfolio Mortife Stock Index Portfolio Mf5 Investors Trust Portfolio Mf5 Investors Trust Portfolio F1 Mid Cap Opportunities Portfolio F1 Mid Cap Opportunities Portfolio Met/AlM Mid Cap Core Equity Portfolio Met/AlM Mid Cap Stock Index Portfolio	/3°					
Aggressive	FI International Stock Portfolio Harris Oakmark International Portfolio MFS Research International Portfolio MFS Research International Portfolio Morgan Stanley EAPE® Index Portfolio Oppenheimer Global Equity Portfolio American Funds Growth Fund BlackRock Legacy Large Cap Growth Portfolio Ianus Aggressive Growth Portfolio Jennisch Growth Portfolio Oppenheimer Capital Appreciation Portfolio I. Rowe Price Large Cap Growth Portfolio BlackRock Aggressive Growth Portfolio BlackRock Sayles Small Cap Portfolio I. Rowe Price Mid-Cap Growth Portfolio Franklin Templeton Small Cap Growth Portfolio Rett/AIM Small Cap Growth Portfolio I. Rowe Price Small Cap Growth Portfolio I. Rowe Price Small Cap Growth Portfolio American Funds Global Small Capitalization Fund RCM Global Technology Portfolio						
Other Write in any available funds not listed above.	MetLife Conservative Allocation Partfolio MetLife Conservative to Moderate Allocation Portfolio MetLife Moderate Allocation Portfolio MetLife Moderate to Aggressive Allocation Portfolio MetLife Aggressive Allocation Portfolio						

Continued

Other -	
Important	į
Owner	
Questions	

PAGE 4

(continued)

1. Elect to have the monthly deduction from the cash values taken as follows:	
 From the Fixed Account only. Proportionately from the funding options based on the cash value in each at the deduction. 	he time of
If you have chosen the Fixed Account, please note that if the Fixed Account has insupay the monthly charges, these charges will be deducted proportionately from each on the cash value in each at the time of the deduction.	fficient cash value to junding option based
 Have you received a prospectus for the policy applied for? IF YES, please indicate: 	⊠YES □ NO
Date of prospectus: 5-1-05	
Date of any prospectus supplement package:	
Did your agent/producer review your financial situation, risk tolerance and investment objectives prior to completing this application?	ØYES O NO
IF NO, please indicate on what basis this product was recommended?	
IF NO, please indicate on what basis this product was recommended:	
4. Do you understand that: A. The amount and duration of the death benefit may increase or decrease depe on the policy's investment return, subject to any guarantees provided by the policy.	nding cy?
Do you understand that: A. The amount and duration of the death benefit may increase or decrease depe	y? ØYES□NO
4. Do you understand that: A. The amount and duration of the death benefit may increase or decrease depe on the policy's investment return, subject to any guarantees provided by the policy. B. There is no guaranteed minimum cash value and the cash value may increase.	o? ØYES □ NO

Amendment to Application for Insurance Proposed Insured: DARIA LYN MOORE No. 00Y151279 Date of Application: NOV 03,2005 I agree to these changes which the Company has noted in the "Additions and Amendments" space of the Application. SECTION-6: 1: VUL-2001 6: 3: TYPE-A Date: Proposed Insured (Parent, if Insured under age 15) Date: Applicant, if other than Proposed Insured New England Life Insurance Company 501 Boylston Street, Boston, Massachusetts President Secretary



Amendments and Endorsements (To be made only by the Company)



Please notify the Company of any change in your name or address. The Company will communicate with you at your address on record with the Company.

New England Life Insurance Company 501 Boylston Street Boston, Massachusetts 02117 Flexible Premium Adjustable Variable Life Policy

- The Death Proceeds are payable at the death of the Insured, if the Insured dies before the Maturity Date and the Policy is in force.
- The Net Cash Value, if any, is payable on the Maturity Date, if the Insured is still living and the Policy is in force.
- The Policy can be adjusted by increasing or decreasing the Face Amount.
- The amount and frequency of premium payments can be changed.
- The Policy does not share in dividends.

opying Prohibited

EXHIBIT E

New England Financial®

A MetLife Company

501 BOYLSTON ST. BOSTON, MA 02116 New England Life Insurance Company

Variable Life Policy

Insured: DEREK B MOORE

Policy Number: Y151278

Plan: Flexible Premium

Adjustable Variable Life

New England Life Insurance Company Agrees to pay the Death Benefit of this Policy to the Beneficiary on receipt of proof that the death of the Insured occurred before the Maturity Date; or to pay the Net Cash Value of the Policy to the Owner if the Insured is living on the Maturity Date; and to provide the other rights and benefits of the Policy.

These agreements are subject to all of the provisions of the Policy.

Signed on the Date of Issue for the Company at its Home Office 501 Boylston Street Boston, MA 02117

C. Color FF Tenn han

President



Flexible Premium Adjustable Variable Life Policy

- The Death Proceeds are payable at the death of the Insured, if the Insured dies before the Maturity Date and the Policy is in force.
- The Net Cash Value, if any, is payable on the Maturity Date, if the Insured is still living and the Policy is in force.
- The Policy can be adjusted by increasing or decreasing the Face Amount.
- The amount and frequency of premium payments can be changed.
- The Policy does not share in dividends.

THE DEATH BENEFIT ON THE POLICY DATE WILL BE EQUAL TO THE FACE AMOUNT SHOWN IN SECTION 1.
THEREAFTER, THE DEATH BENEFIT CAN VARY FROM DAY TO DAY. IT CAN INCREASE OR DECREASE, DEPENDING ON SEPARATE INVESTMENT ACCOUNT PERFORMANCE AND ON FIXED ACCOUNT INTEREST; BUT IT WILL NOT BE LESS THAN THE FACE AMOUNT. SEE SECTION 10.

THE CASH VALUE OF THIS POLICY CAN VARY FROM DAY TO DAY. IT CAN INCREASE OR

DECREASE, DEPENDING ON SEPARATE INVESTMENT ACCOUNT PERFORMANCE AND ON FIXED ACCOUNT INTEREST. SEE SECTION 14.

Please Read Your Policy Carefully

This Policy is a legal Contract between you and the Company.

RIGHT TO RETURN THE POLICY When this Policy is issued or when you receive an increase in Face Amount, you should examine it. You can return the Policy or the increase in Face Amount (See Section 16) to the Company or its Agent for any reason within the latest of: (a) 10 days after you receive it from the Company; (b) 45 days after Part I of the Application for that coverage is signed; and (c) 10 days after the Company mails the separate Notice of Withdrawal Right for that coverage. If you return an increase in Face Amount: any Monthly Deduction and any Administrative Charge for the increase in Face Amount will then be credited to the Policy; and the increase in Face Amount will be cancelled from the start. Otherwise, if you return the Policy: an amount equal to any prémium paid plus any unscheduled payment made will be refunded to you; and the Policy will be cancelled from the start.

Policy Provisions

Section

- 1 Policy Schedule
- 2 Table of Guaranteed Maximum Cost of Insurance Rates Per \$1,000
- 3 Surrender Charge
- 4 Not Applicable
- 5 Not Applicable
- 6 Accounts Available on Date of Issue
- 7 Contract
- 8 The Variable Account
- 9 The Fixed Account
- 10 Death Benefit
- 11 Premiums
- 12 Monthly Deduction
- 13 Reinstatement After Lapse
- 14 Cash Value of the Policy
- 15 Policy Loans
- 16 Adjustments
- 17 24 Months Conversion Right
- 18 Owner and Beneficiary
- 19 Payment of Benefits
- 20 Payment Options
- 21 Life Income Tables
 - · Riders, if any
 - · Amendments and Endorsements
 - · Copy of the Application
 - Adjustment Attachments

Alphabetical Guide

Section

- 6 Accounts
- 16 Adjustment
- 1, 7 Adjustment Date
- 1, 7 Age of Insured
- 12 Amount at Risk
- 18 Assignments
- 18 Beneficiary
- 19 Benefits, Payment of
- 14 Cash Value
- 7 Claims of Creditors
- 7 Contestable
- 7 Contract
- 1, 7 Date of Issue
- 1, 7 Date, Policy
 - 10 Death Benéfit
- 16 Decrease in Face Amount
 - 1 Face Amount
- 9 Fixed Account
- 12 Grace Period
- 16 Increase in Face Amount
 - 2 Insurance Rates
- 14 Investment Return
- 19, 20 Life Income Options
 - 21 Life Income Tables
 - 1 Loan Interest Rate
 - 15 Loans, Policy
 - 1 Maturity Date
 - 12 Monthly Deduction
 - 12 Monthly Minimum Premium
 - 14 Net Cash Value
 - 18 Owner
 - 16 Partial Surrender
 - 20 Payment Options
 - 7 Periodic Reports
 - 15 Policy Loan Balance
 - 7 Postponement of Payments
 - 11 Premiums
 - 13 Reinstatement
 - Schedule, Policy
 - 8 Sub-Accounts
 - 7 Suicide
 - 3 Surrender Charge
- 3, 14 Surrender of the Policy
 - 17 24 Months Conversion Right
 - 8 Variable Account

New England Life Insurance Company

1. Policy Schedule

Owner and Beneficiary: As named in the Application or as later changed. See the Owner and Beneficiary Section of the Policy.

Insured: DEREK B MOORE

Sex: Male

Age: 25

Policy Number: Y151278

Policy Date: January 19, 2006

Policy Loan Interest Rate: 5.5%

Maturity Date:

January 19, 2081 *

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 1 WILL BE CHANGED. SEE SECTION 16.

Schedule of Benefits

Flexible Premium Adjustable Variable Life

Death Benefit Option: 1

Face Amount \$5,000,000

Date of Issue January 19, 2006 Policy Class

Nonsmoker Preferred

Maximum Monthly Policy Fee:

First Year Thereafter \$15.00 \$7.00

Maximum Face Amount Increase Administrative Charge: .0025 times Face Amount Increase

Maximum Monthly Administrative Charge:

First Year

\$400.00

Thereafter

\$40.00

Schedule of Premiums

Planned Annual Premium **

Years 1 thru 4

\$33,603.54

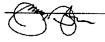
Monthly Minimum Premium:

\$1,157.45

Maximum Premium Expense Charge:

6.50%

- * This coverage may expire prior to the Maturity Date if premiums paid are insufficient to continue the coverage to that date. There may be little or no Cash Value on that date.
- ** If the Planned Annual Premium is paid on the first day of each policy year, and the Actual Investment Return is 4% and the guaranteed maximum charges apply in all years, this Policy will terminate in policy year 16 unless additional premium is paid or unless a Minimum Guaranteed Death Benefit is in effect.



2. Table of Guaranteed Maximum Cost of Insurance Rates per \$1,000 Based on the 1980 CS0 Nonsmoker Table B

Policy Number

Y151278

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 2 WILL BE CHANGED. SEE SECTION 16.

Policy Year	Monthly Rate	Policy Year	Monthly Rate	Policy Year	Monthly Rate
* *				***************************************	7.7
1 2 3	\$.1200 .1175 .1167	26 27 28	\$.3967 .4317 .4708	51 52 53	\$ 4.4867 4.9708 5.4808
4	.1150	29	. 5158	54	6.0108
4 5 6 7	. 1167 . 1167	30 31	. 5675 . 6233	55 56	6.5767 7.2000
7	.1192	32	. 6842	57	7.8975
8 9	.1217 .1250	33 34	. 7500 . 8200	58 59	8.6883 9.5850
10	.1317	35	. 8958	60	10.5667
11 12	.1367 .1442	36 37	. 9833 1 . 0800	61 62	11.6208 12.7175
13	. 1525	38	1.1917	63	13.8650
14 15	.1633 .1750	39 40	1.3217 1.4683	64 65	15.0375
16	. 1875	41	1.6292	66	16.2525 17.5242
17 18	. 2025	42	1.8033	67	18.8758
19	.2167 .2342	43 44	1.9892 2.1867	68 69	20.3442 22.0033
20	. 2508	45	2.4017	70	24.1133
21 22	. 2717 . 2925	46 47	2.6450 2.9592	71 72	27.0742 31.7475
23	.3150	48	3.2408	73	39.8075
24 25	.3408 .3675	49 50	3.6142 4.0325	74 75	54.7817 83.3333



3. Surrender Charg	3.	Surre	nder	Char	ae
--------------------	----	-------	------	------	----

Policy Number

0Y151278

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 3 WILL BE CHANGED. SEE SECTION 16.

A Surrender Charge will be deducted from full surrender, decrease in Face Amount, lapse and most partial surrender transactions during the Surrender Charge Period of the initial Face Amount and any increase in Face Amount. For the initial Face Amount, the Surrender Charge Period is measured from the Policy Date. For each increase in Face Amount, the Surrender Charge Period is measured from the Adjustment Date of the increase. The Surrender Charge for the Policy is equal to: the Deferred Sales Charge for the initial Face Amount and each increase in Face Amount; plus the Deferred Administrative Charge for the initial Face Amount and each increase in Face Amount.

(continued)



3. Surrender Charge

Policy Number	Face Amount	Date of Issue
0Y151278	\$5,000,000	January 19, 2006

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 3 WILL BE CHANGED. SEE SECTION 16.

The Surrender Charge Period of the initial Face Amount is 11 years.

The Maximum Deferred Sales Charges for the first 5 years are shown below. The Maximum Deferred Sales Charges for the last policy month of each of the remaining years of the Period are shown below; the Maximum Charges for other months will reflect the number of completed months of the Period in the year of surrender, lapse or decrease in Face Amount.

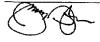
The Deferred Administrative Charge is level throughout the first year of the Period and is shown below. The Charge for the last policy month of each of the remaining years of the Period is shown below; the charge for other months will reflect the number of completed months of the Period in the year of surrender, lapse or decrease in Face Amount.

Year of	Maximum	Deferred
Surrender	Deferred	Administrative
Charge Period	Sales Charge	Charge
1	\$11,550.00	\$12,500.00
2	15,120.00	11,250.00
3	15,120.00	10,000.00
4	15,120.00	8,750.00
5	15,120.00	7,500.00
6	12,600.00	6,250.00
7	10,080.00	5,000.00
8	7,560.00	3,750.00
9	5,040.00	2,500.00
10	2,520.00	1,250.00
11	0.00	0.00



4. Not Applicable





Conratari

5. Not Applicable





6. Accounts Available on the Date of Issue

Policy Number Y151278

Variable

Zenith Equity Portfolio BlackRock Bond Income Portfolio BlackRock Money Market Portfolio MetLife Stock Index Portfolio MFS Total Return Portfolio Harris Oakmark Focused Value Portfolio FI Value Leaders Portfolio Fidelity VIP Equity-Income Portfolio Fidelity VIP Overseas Portfolio Loomis Sayles Small Cap Portfolio Salomon Brothers U.S. Government Portfolio BlackRock Legacy Large Cap Growth Portfolio FI International Stock Portfolio Davis Venture Value Portfolio Salomon Brothers Strategic Bond Opportunities Port FI Mid Cap Opportunities Portfolio Russell 2000 Index Portfolio BlackRock Investment Trust Portfolio BlackRock Diversified Portfolio BlackRock Aggressive Growth Portfolio Oppenheimer Global Equity Portfolio T. Rowe Price Small Cap Growth Portfolio Harris Oakmark Large Cap Value Portfolio Neuberger Berman Mid Cap Value Portfolio T. Rowe Price Large Cap Growth Portfolio Lehman Brothers Aggregate Bond Index Portfolio Morgan Stanley EAFE Index Portfolio BlackRock Strategic Value Portfolio MetLife Mid Cap Stock Index Portfolio RCM Global Technology Portfolio PIMCO Total Return Portfolio BlackRock Large Cap Value Portfolio Harris Oakmark International Portfolio Met/AIM Mid Cap Core Equity Portfolio Met/AIM Small Cap Growth Portfolio Neuberger Berman Real Estate Portfolio MFS Research International Portfolio Lord Abbett Bond Debenture Portfolio Jennison Growth Portfolio Oppenheimer Capital Appreciation Portfolio CONTINUED ON SECOND PAGE



6. Accounts Available on the Date of Issue

Policy Number Y151278

Variable

MetLife Conservative Allocation Portfolio
MetLife Conservative to Moderate Allocation Port
MetLife Moderate Allocation Portfolio
MetLife Moderate to Aggressive Allocation Port
MetLife Aggressive Allocation Portfolio
MFS Investors Trust Portfolio
American Funds Growth Fund
American Funds Growth-Income Fund
American Funds Global Small Capitalization Fund
Janus Aggressive Growth Portfolio
Franklin Templeton Small Cap Growth Portfolio
T. Rowe Price Mid-Cap Growth Portfolio

Fixed



7. Contract

The Contract

This Policy is a legal contract between the Owner of the Policy (called "you") and New England Life Insurance Company, "the Massachusetts corporation. (called Company"). The Policy, which includes the attached Application and any Application for adjustment of the Policy, is the entire contract between you and the Company. All riders are listed in Section 1. A change in or waiver of the provisions of the Policy must be signed by the President or the Secretary of the Company to be valid.

Payments Under the Contract

All contract amounts are in dollars of the United States of America. Payments by the Company under the contract will be made at the Home Office of the Company. The obligations of the Company are subject to all payments made and actions taken by the Company under the Policy before receipt by the Company at its Home Office of proof of death of the Insured.

Dates

Policy years, months and anniversaries are all measured from the Policy Date. Contestable and suicide periods start on the Date of Issue and on the Adjustment Date for each increase in Face Amount. The Policy Date, the Date of Issue and each Adjustment Date are all shown in Section 1.

Not Contestable After Two Years

Insurance is issued by the Company in reliance on the statements made in the Application for the insurance. Those statements are representations; they are not warranties. No statement can be used to contest or rescind insurance or to defend against a claim unless contained in the Application for the insurance. The insurance issued under this Policy will not be contestable after it has been in force during the life of the Insured:

- With respect to the amount of Death Benefit which results from other than payments for which proof of insurability is required, for two years from the Date of Issue; and
- With respect to any amount of Death Benefit which results from a payment for which proof of insurability is required, for two years from the date that payment is received; and
- With respect to the amount of the Death Benefit associated with each increase in Face Amount, for two years from the Adjustment Date for that increase.

Suicide Within Two Years

If the Insured dies by suicide while sane or insane within two years from the Date of Issue, the Death Benefit will be limited to: the amount of the premiums paid; less any Policy Loan Balance on the date of death; and less any partial surrenders.

If the Insured dies by suicide while sane or insane more than two years after the Date of Issue but within two years from the Adjustment Date for an increase in Face Amount, the Death Benefit for that increase in Face Amount will be limited to the Monthly Deductions and any Face Amount Increase Administrative Charge made to pay for that increase.

All the second second second second

Age of Insured

The age of the Insured on the Policy Date and on each policy anniversary means the age at the nearest birthday of the Insured. For an increase in Face Amount during a policy year, age means age at the start of that policy year.

If the age or sex of the Insured has not been correctly stated in the Application, the Death Benefit will be the amount that the most recent Monthly Deduction which was made would have provided for the correct age and sex.

Claims of Creditors

The Policy and payments under it are exempt from the claims of creditors to the extent allowed by law.

Basis of Values

Commissioners '1980 CSO" means Standard Ordinary; it is used to describe tables. Minimum Cash Values, Reserves and Guaranteed Insurance Factors are based on the mortality table shown in Section 2. Interest is compounded daily at the effective rate of 4% per year. A detailed statement of the method of computing values has been filed, where required, with the insurance Department of the state in which the Policy is delivered. All values are equal to or in excess of the minimum values required by the law of that state.

Periodic Reports

The Company will send you all reports required by law and regulation. Such reports will be sent once each year or more often if required by law or regulation. The annual report will include, as of the date for which the report is made: the Death Benefit; the Cash Value; any Policy Loan Balance; and any other information required by law or regulation.

Policy Illustration of Benefits and Values

Upon written request the Company will send you a policy illustration which will illustrate benefits and values under the Policy.

Postponement of Variable Benefits

Except for a Policy Loan that will be used to pay premiums on policies issued by the Company, the Company can postpone the determination of and the payment or transfer of amounts based on separate investment account performance if:

- The New York Stock Exchange is closed for trading (except for normal weekend and holiday closing) or when trading is restricted; or
- The Securities and Exchange Commission determines that a state of emergency exists which may make payment or transfer impractical; or
- The Securities and Exchange Commission orders the Variable Account or orders the New England Zenith Fund or its successor or any other investment company in which the Variable Account is invested to postpone payment or transfer of variable benefits.

Postponement of Surrenders, Transfers and Loans From The Fixed Account

The Company can postpone the payment of the portion of the Policy's Net Cash Value which is in the Fixed Account for not more than six months after surrender. If payment is postponed for more than 30 days, it will be credited with interest from the date of surrender. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year.

The Company can postpone transfers from the Fixed Account for not more than six months from the date of the request. The effective date of the transfer is the date on which values are transferred from the Fixed Account.

The Company can postpone the making of any Policy Loan and any partial surrender from the Fixed Account for not more than six months from the day you apply, except Loans or partial surrenders to pay premiums on policies issued by the Company.

8. The Variable Account

The Variable Account

The Variable Account (called "the Account") is a separate investment account established by the Company in accordance with Delaware law. The assets of the Account are owned by the Company. The assets of the Account will be used to provide values and benefits under this Policy and similar policies. The portion of the Account assets equal to the reserves plus other policy liabilities of the Account is not chargeable with liabilities arising out of any other business the Company may conduct. The Company reserves the right to transfer to its general account Variable Account assets which exceed the total of reserves and other liabilities of the Account. Income and realized and unrealized capital gains and losses of the Account are credited to the Account without regard to any of the Company's other income or capital gains and losses.

Sub-Accounts

The Account consists of sub-accounts, each of which is invested in shares of one portfolio of the New England Zenith fund or its successor or any other investment company in which the Account is invested. Shares of a portfolio are purchased for a sub-account at their net asset value.

The Policy's first investment is made in the Money Market sub-account as of the latest of:

- The Policy Date;
- The date of the Part II of the Application for the initial Face Amount, if any is required; and
- The date the first premium is received by the Company.

The Policy's Cash Value will be transferred, based on your choice, to the sub-accounts and the Fixed Account as of the later of: 45 days after Part I of the Application for the initial Face Amount is signed; and 10 days after the Company mails the separate Notice Withdrawal Right for the initial Face Amount. Before this transfer, the values and benefits of the Policy will depend on the net investment performance of the Money Market sub-account. After this transfer each net premium allocated to the Account and each net unscheduled payment allocated to the Account will be invested in the sub-accounts you chose as of the date it is received by the Company at its Home Office.

Each distribution of income, dividends and capital gains from a portfolio to a sub-account will be reinvested for the benefit of the owners of the policies in that sub-account at net asset value in shares of the portfolio which made the distribution.

The Cash Value of the Policy at any time cannot be allocated among more than 10 sub-accounts, except with the consent of the Company; and the Fixed Account will be counted in the limit of 10.

The values and benefits of a policy depend on: the investment performance of the portfolios in which the sub-accounts are invested; and the interest credited to the Fixed Account. The Company does not guarantee the investment performance of the portfolios of the sub-accounts. You bear the investment risk for amounts invested in the sub-accounts for your Policy.

Choice of Sub-Accounts

You choose the sub-accounts in which net premiums and net unscheduled payments are to be invested. You can change the choice for future premiums and future unscheduled payments at any time by notice to the Company. The change will be effective as of the date the request is received by the Company at its Home Office. The portion of the net premium and the net unscheduled payment to be applied to each sub-account chosen must be a whole percent not less than 10.

The portfolios as of the Date of Issue are listed in the then current prospectus for the Account and in Section 6.

Change in Portfolios

The Company can add or remove portfolios as sub-account investments as permitted by law. When a change is made, the Company will send you: a revised prospectus for the Account which will describe all of the portfolios then available in the New England Zenith Fund or its successor or any other investment company in which the Account is invested; and any notice required by law.

When a portfolio is removed, the Company has the right to substitute a different portfolio in which the sub-account will then invest:

- · The value of the removed portfolio; and
- Future net premiums and future net unscheduled payments applied to that subaccount.

Transfer Option

After the Right to Return the Policy period you can transfer all or a portion of the Policy's existing share of a sub-account to another sub-account or to the Fixed Account. (See Restriction of New Amounts Applied to the Fixed Account provision.) Requests for transfers can be made in writing or by telephone. The Company is not responsible for determining the authenticity of transfer instructions received by telephone. Transfers will be subject to a limit of 4 in each policy year, except with the consent of the Company. A transfer out of the Fixed Account will not count against this limit.

Change of Investment Policy

The investment policy of the Account will not be changed unless: (a) the change has been approved by the Insurance Commissioner of the Commonwealth of Massachusetts; and (b) a statement of the approval process has been filed with the Insurance Department of the state in which this Policy is delivered. If the investment policy of the Account is changed, the Company will give you written notice of the change. You can then choose to convert this Policy to fixed benefit coverage. conversion will be on the same basis as that described in the 24 Months Conversion Right section. (See Section 17.) Your request to convert this Policy must be made within 60 days of the later of: (a) the effective date of the investment policy change; or (b) the date you receive the notice of the change.

Rights Reserved by the Company

The Company reserves the right to take certain actions subject to compliance with law including, if required, the approval of the owners of the policies. These actions are: (a) to create new investment accounts; (b) to combine any two or more separate investment accounts, including the Account; (c) to invest some or all of the assets of the Account other than in the New England Zenith Fund; (d) to invest some or all of the assets of the Account in any other investment company chosen by New England Life Insurance Company; (e) to remove a portfolio in which the sub-account is invested or to substitute a different portfolio; (f) to operate the Account as a management investment company and to charge investment advisory fees under the Investment Company Act of 1940 or to operate the Account in any other form permitted by law; and (g) to deregister the Account under the Investment Company Act of 1940 if registration is no longer required.

9. The Fixed Account

The Fixed Account

The Fixed Account is a segmented fund within the general account of the Company.

If you choose the Fixed Account, the first date on which money is applied to the Fixed Account for the Policy is the latest of:

- 45 days after Part I of the Application for the initial Face Amount is signed;
- 10 days after the Company mails the separate Notice of Withdrawal Right for the initial Face Amount; and
- The effective date of the choice of the Fixed Account.

Before this date, the value of the portion of the net premium and any net Unscheduled Payment allocated to the Fixed Account will depend on the net investment performance of the Money Market sub-account of the Variable Account. After this date each net premium allocated to the Fixed Account and each net unscheduled payment allocated to the Fixed Account will be applied as of the date it is received by the Company at its Home Office. Each transfer to the Fixed Account will be applied as of the transfer date.

Fixed Account Interest

Except as noted in the Repayment of Loans provision of Section 15, the rate of interest for each amount applied to the Fixed Account: will be the rate set by the Company in advance for the date the amount is applied to the Fixed Account; and will not be less than a rate equivalent to an annual effective rate of 4%. The effective interest rate used on the Policy will be the weighted average of all such rates for the Policy.

Each year, on the policy anniversary, the Company will determine a portion, if any, of the Policy's portion of the Fixed Account which will be reinvested at the rate effective on that date.

Interest will be credited to the Fixed Account on a daily basis.

Restriction of New Amounts Applied to the Fixed Account

The Company reserves the right to restrict new amounts applied to the Fixed Account if the rate of interest that would be used for the new amount is a rate equivalent to an annual effective rate of 4%.

Transfers Out of the Fixed Account

You can transfer a limited amount of the Policy's portion of the Fixed Account to the sub-accounts once within 30 days after each policy anniversary. The transfer will be limited to the greater of: 25% of the Policy's portion of the Fixed Account on the transfer date; and the amount of the Policy's portion of the Fixed Account transferred to the sub-accounts the prior year. However, if less than \$100.00 would remain in the Fixed Account after the transfer, you can transfer the remainder to the sub-accounts. Requests for transfers can be made in writing or by telephone. The Company is not responsible for determining the authenticity of transfer instructions received by telephone.

Choice of the Fixed Account

You can choose to have net premiums and net unscheduled payments applied to the Fixed Account. You can change the choice for future net premiums and future net unscheduled payments at any time by notice to the Company in writing. (See the Restriction of New Amounts Applied to the Fixed Account provision.) The portion of the net premium and net unscheduled payment to be applied to the Fixed Account must be a whole percent not less than 10.

10. Death Benefit

Death Benefit

If the insured dies before the Maturity Date, the Company will pay a Death Benefit to the Beneficiary. The amount of the Death Benefit will depend on the Death Benefit Option in effect on the date of death. The amount payable will be reduced by any Policy Loan Balance on the date of death. If the insured dies during the grace period, the Amount Due (see Grace Period provision in the Monthly Deduction Section) will be deducted from the policy proceeds to cover Monthly Deductions to the date of death. The policy proceeds will be paid in one sum unless all or part of the proceeds is applied to a Payment Option. (See Payment of Benefits, Section 19.)

Death Benefit Options

This Policy provides two Death Benefit Options. The Death Benefit Option will be as chosen in the Application or as later changed. The Death Benefit Option is shown in Section 1. If Option 1 is chosen the Death Benefit on the date of death is equal to the greater of (a) and (c) and if Option 2 is chosen the Death Benefit on the date of death is equal to the greater of (b) and (c), where:

- (a) is equal to the Face Amount shown in Section 1;
- (b) is equal to the Face Amount shown in Section 1 plus the Cash Value; and
- (c) is equal to the Death Benefit which will allow the Policy to continue to qualify as a flexible premium adjustable life insurance contract under the Internal Revenue Code and any interpretive regulation or rulings by the Internal Revenue Service.

The Company will calculate (c) as the Applicable Percent of: the Cash Value of the Policy plus the pro rata portion of any monthly deduction made for a period beyond the date of death. The percent used will be based on the age of the insured at the beginning of the policy year as shown in the Table of Applicable Percentages below.

Applicable Age Age Percent Percent 128 0 through 40 250 126 62 41 243 124 63 42 236 122 43 229 64 120 222 65 44 215 45 119 209 66 46 118 47 203 67 117 197 68 48 116 191 49

70

Applicable

115

Table of Applicable Percentages

185

50

113 71 51 178 111 72 171 52 73 109 53 164 107 74 157 75 through 90 105 55 150 91 104 146 103 92 57 142 102 138 93 58 101 94 through 99 59 134 100 100 60

When you apply for a Level Term Insurance Rider on this Policy, you can choose to have the Term Amount of the Rider added to the Face Amount of the Policy for purposes of calculating the Death Benefit. Your choice cannot be changed.

Changing the Death Benefit Option

After the first policy year you can change the Death Benefit Option by written application to the Company. A change in Death Benefit Option will be effective on the Adjustment Date shown in the new Policy Schedule.

Except with the consent of the Company, a change from Option 1 to Option 2 can be made only if the Face Amount after the change is at least \$100,000. If you change from Option 1 to Option 2:

- The Face Amount will be decreased, if necessary, such that the Death Benefit immediately before and after the changes is the same;
- A decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis; and
- · No surrender charge will apply.

A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

If you change from Option 2 to Option 1:

- The Face Amount will be increased, if necessary, such that the Death Benefit immediately before and after the changes is the same; and
- This increase in Face Amount will be applied to the initial Face Amount and to each prior increase in Face Amount on a pro rata basis.

The requirements in the Increase in Face Amount provision of Section 16 do not apply to a change from Option 2 to Option 1.

11. Premiums

Payment

Premiums are payments made to the Company to pay for the Policy. The Policy will not be in force until the first premium is paid. After the first premium is paid, premiums can be paid: at any time; and in any amount, subject to the Limits on Premiums below. Payments can be made at the Home Office of the Company or at any Agency of the Company. A receipt for payment signed by the Secretary of the Company will be given on request. Unless you request otherwise in writing to the Company, any payment received by the Company when a Policy Loan exists on the Policy will be used: first, as a planned premium; second, as payment of the loan interest due; third, as a repayment of the Policy Loan; and fourth, as an unscheduled payment.

Amount and Frequency

Planned annual premiums are shown in Section 1. Payments and Planned Premium Dates can be annual, semi-annual or quarterly or can be at any frequency agreed to by the Company. (See Limits on Premiums below.)

Unscheduled payments can be made at any time prior to the Maturity Date. (See Limits on Premiums below.)

Cash Values and Death Benefits will be permanently affected by the amount and frequency of planned and unscheduled payments.

Limits on Premiums

Payments are subject to these limits:

- · No payment can be less than \$25; and
- Total planned and unscheduled payments will be limited to the Company's published maximum; and
- No unscheduled payment can be made if it increases the Death Benefit by more than it increases the Cash Value, except with evidence of insurability and the consent of the Company; and
- No planned premium can be increased except with the consent of the Company.

This Policy is intended to qualify as a flexible premium adjustable life insurance contract under the Internal Revenue Code and any interpretive regulation or rulings by the Internal Revenue Service. To that end, premiums on this Policy are limited to an amount no greater than that allowing the Policy to continue to qualify.

Net Payments

Each net premium and each net unscheduled payment is equal to: the payment; *less* no more than the Maximum Premium Expense Charge at the rate shown in Section 1.

12. Monthly Deduction

Monthly Deduction

On the first day of each policy month, whether or not premiums are paid, the Company will make a Monthly Deduction for that policy month from the Cash Value of this Policy. The amount of the Monthly Deduction for a policy month is equal to:

 The cost of insurance and the cost of any riders for the policy month;

PLUS

- An amount not greater than the Maximum Monthly Policy Fee shown in Section 1;
- An amount not greater than the Maximum Monthly Administrative Charge shown in Section 1.

If the Policy meets the Monthly Minimum Premium test, whether or not premiums are paid, the Monthly Deduction will be made, until the Cash Value equals zero. Otherwise, the Monthly Deduction will be made, as long as the Net Cash Value is sufficient to cover the entire Monthly Deduction. This provision will not continue the Policy beyond the Maturity Date; nor will it continue any rider beyond the termination date as provided in the rider.

The Monthly Deduction will be deducted in the same proportion as the Cash Value of the Policy is in the sub-accounts and the Fixed Account.

Cost of Insurance

The monthly cost of insurance for the Policy is equal to: the amount at risk; times the cost of insurance rate per \$1,000 for that month divided by 1,000. The amount at risk is equal to:

- The Death Benefit on the first day of the policy month discounted at .3273745%, the monthly equivalent of 4% per year;
 LESS
- The Cash Value on the first day of the policy month after the Monthly Deduction has been processed.

Cost of Insurance Rates

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ne on The cost of insurance rates will be set by the Company each year on the policy anniversary, based on the expectations of the Company as to future experience. The rates are guaranteed for one year.

The Table of Guaranteed Maximum Cost of Insurance Rates per \$1,000 (see Section 2) shows the maximum guaranteed rate for each policy month which starts on the Policy Date or a policy anniversary. The rates between anniversaries vary monthly based on the assumption of uniform distribution of deaths throughout the policy year. The cost of insurance rates for each policy year for the initial Face Amount and for each increase in Face Amount are based on: the sex of the Insured; the underwriting class of the Insured; and the age of the Insured on the first day of the policy year.

Monthly Deduction Adjustment At Death

The portion of any Monthly Deduction made for a period beyond the date of death will be added to the policy proceeds unless this amount has already been included in the Death Benefit as described in (c) in Section 10. If the Insured dies during the grace period, an amount will be deducted from the policy proceeds to cover Monthly Deductions to the date of death.

Grace Period

Unless the Policy meets the Monthly Minimum Premium test, if the Net Cash Value on the first day of a policy month is not enough to cover the Monthly Deduction for that month, the Company will mail a premium notice to you and any assignee at the addresses on record with the Company. There is a grace period of 62 days from the date when the Monthly Deduction was due in which to pay the Amount Due. The Amount Due is the least of: a premium large enough to permit the Monthly Deduction to be made; and a premium large enough to meet the Monthly Minimum Premium Test. The insurance remains in force during the grace period. If the premium remains unpaid at the end of its 62-day grace period, the Policy will lapse without value. Any riders will also lapse without value unless otherwise stated in the rider.

Monthly Minimum Premium

The Company will do the following comparison on the first day of each policy month during the first five policy years unless: the Face Amount has been increased; or the Policy has been lapsed; or this Policy is the result of the exercising of a Change to a New Insured rider.

The Company will compare (a) to (b), where: (a) equals the total of the Monthly Minimum Premiums for the Policy from the Policy Date to that policy month; and (b) equals the total premiums paid to date less all partial surrenders and any Policy Loan Balance at that time. If (b) is greater than or equal to (a), the Policy will not be lapsed if the Net Cash Value on the first day of the policy month is not enough to cover the Monthly Deduction due for that month.

The Monthly Minimum Premium is shown in the Policy Schedule. (See Section 1.) This Premium will be recalculated when: the Face Amount is decreased; the amount provided by riders attached to this Policy is changed; a partial surrender is made which results in a decrease in Face Amount; or the underwriting class of this Policy and its riders is changed to a more favorable underwriting class.

13. Reinstatement After Lapse

Reinstatement

If the Policy lapses, the Policy and riders can be reinstated. (See Limitations on Reinstatement below.) Reinstatement is subject to:

- Written application to reinstate; and
- · Proof that the Insured is insurable; and
- Payment of a premium large enough to keep the Policy and any riders in force for at least two months; and
- Payment or reinstatement of any Policy Loan Balance which existed on the date when the Policy lapsed.

Limitations on Reinstatement

The Policy and riders cannot be reinstated, except with the consent of the Company, if more than seven years have passed since the date of lapse.

Any rider which provides life or disability insurance on a person other than the insured can be reinstated only as stated in the rider.

Effective Date of Reinstatement

Reinstatement will take effect: only if the application for reinstatement is approved by the Company; and only when the premium for reinstatement has been paid, provided that at the time of payment there has been no change in insurability as represented in the application for reinstatement.

Surrender Charge At and After Reinstatement

A Surrender Charge was applied when the Policy lapsed. If the Policy is later reinstated, the Surrender Charge will be credited to the Cash Value of the Policy. The Surrender Charge on the date of reinstatement will be the same as it was on the date of lapse. For the purpose of determining the Surrender Charge on any date after reinstatement, the period the Policy was lapsed will not count.

Maximum Monthly Administrative Charge After Reinstatement

For the purpose of determining the Maximum Monthly Administrative Charge on any date after reinstatement, the period the Policy was lapsed will not count.

14. Cash Value of the Policy

Cash Value

The first net premium will be credited to the Policy as of the latest of:

- The Policy Date;
- The date of the last Part II of the Application for the initial Face Amount; and
- The date the first premium is received by the Company.

Each future net premium will be credited to the Cash Value as of the date it is received by the Company.

The Cash Value of the Policy will depend on the net investment performance of the Money Market sub-account until the later of: 45 days after Part I of the Application for the initial Face Amount is signed; and 10 days after the Company mails the separate Notice of Withdrawal Right for the initial Face Amount. Thereafter, the Cash Value of the Policy is equal to: the Policy's share of the chosen subaccounts; plus the Policy's portion of the Fixed Account; plus the amount of any assets transferred to the general account of the Company because of Policy Loans. (See Section 15.) The amount of the Cash Value depends on: the frequency and amount of net planned premiums; the frequency and amount of net unscheduled payments; investment performance of the chosen sub-accounts; interest credited to the Policy's portion of the Fixed Account; Monthly Deductions; all chosen Death Benefit Options; partial surrenders; increases and decreases in Face Amount; transfers among sub-accounts and the Fixed Account; and Policy Loans. The Cash Value can increase or decrease on a daily basis, the depending on: actual investment performance of the chosen sub-accounts; and the interest credited to the Policy's portion of the Fixed Account, (See Actual Investment) Return below.)

The Cash Value of the Policy is not increased by the cash value of any rider, unless stated in the rider. **Net Cash Value**

The Net Cash Value is equal to:

- The Cash Value of the Policy; LESS
- Any Policy Loan Balance; LESS
- The Surrender Charge that would apply upon surrender, whether or not there is a surrender. (See Section 3.)

Surrender of the Policy

You can surrender the Policy for its Net Cash Value at any time before the Maturity Date by notice to the Company in writing. Upon surrender, the Policy will be cancelled. The Net Cash Value will be paid to you in one sum, unless you choose in writing to apply all or part to a Payment Option. (See Payment of Benefits, Section 19.) If you surrender the Policy during the grace period, an amount will be deducted from the Net Cash Value to cover the Monthly Deduction to the date of surrender.

Monthly Cost of Insurance Adjustment At Surrender or Partial Surrender

The pro rata portion of any monthly cost of insurance deduction made for a period beyond the date of surrender or partial surrender (See Section 16) will be added to the surrender proceeds.

Actual Investment Return

The Policy has an Actual Investment Return for each Valuation Period for its share of each chosen sub-account and for its portion of the Fixed Account. The Policy's Actual Investment Return for each sub-account for each Valuation Period is equal to (a) minus (b); where:

(a) is equal to the Policy's share of the subaccount as of the end of the Valuation Period:

PLUS

the monthly charges deducted in the Valuation Period;

LESS

any net planned premium and net unscheduled payment credited during the Valuation Period;

PLUS

the total of the partial surrenders made during the Valuation Period;

PLUS

the interest credited during the Valuation Period to any borrowed portion of the Policy's Cash Value;

PLUS or LESS

a charge or credit for the Policy's share of any reserve for taxes which the Company determines to apply to the sub-account; and

 (b) is equal to the Policy's share of the sub-account as of the end of the most recent Valuation Period;

PLUS or LESS

a charge or credit for the Policy's share of any reserve for taxes which the Company determines to apply to the sub-account.

The Actual Investment Return for the Fixed Account for each Valuation Period is equal to (a) minus (b); where:

 (a) is equal to the Policy's portion of the Fixed Account as of the end of the Valuation Period;

PLUS

the monthly charges deducted in the Valuation Period;

LESS

any net planned premium and net unscheduled payment credited during the Valuation Period;

PLUS

the total of the partial surrenders made during the Valuation Period;

PLUS

the interest credited during the Valuation Period to any borrowed portion of the Policy's Cash Value; and

 (b) is equal to the Policy's portion of the Fixed Account as of the end of the most recent Valuation Period.

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There is a daily charge for mortality risk and expense risk against the Policy's share of the sub-accounts. This charge will not be greater than: .001369863014% which is a rate equivalent to .50% per year divided by 365.

Valuation Periods and Valuation Dates

A Valuation Period for each sub-account is a period:

- · Which starts on a Valuation Date; and
- Which ends on the next succeeding Valuation Date.

Each day the New York Stock Exchange is open for trading is a Valuation Date.

15. Policy Loans

Policy Loans

After the Right to Return the Policy period you can borrow all or part of the Loan Value of the Policy by written request to the Company. Policy Loans are made on the sole security of the Policy. The amount you can borrow at any time is equal to the Loan Value less any Policy Loan Balance at that time.

Unless you request otherwise, Policy Loans will reduce *first*, the Policy's share of the sub-accounts proportionately and *second*, the Policy's portion of the Fixed Account, except as noted below in the Interest on Loans; Policy Loan Balance provision. Assets equal to the amount of the Loan:

- Will be transferred to the general account of the Company; and
- Will earn interest at the effective rate per year of not less than: the Policy Loan Interest Rate; less 1.5%

Policy Loans, whether or not repaid, can have a permanent effect on Cash Values and Death Benefits.

Loan Value

The Loan Value of the Policy on the date the Loan is made is equal to:

 90% of the Cash Value of the Policy projected to the next policy anniversary or, if earlier, to the next Planned Premium Date:

LESS

 The Surrender Charge that would apply upon surrender (whether or not there will be a surrender) on the next Planned Premium Date or, if greater, on the date the loan is made;

LESS

Loan interest to the next loan interest due date.

The Cash Value will be projected with interest at the effective rate per year of 1.5% less than the Policy Loan Interest Rate.

Interest on Loans; Policy Loan Balance

Interest will be charged on Policy Loans at the Policy Loan Interest Rate shown in Section 1. Interest accrues daily. The Policy Loan Balance at any time means Policy Loans outstanding plus interest accrued to date. Loan interest is due on the policy anniversary each year. Loan interest not paid when due will be added to the Loan and interest will be charged on it; when loan interest is added to the Loan, the Policy's share of the sub-accounts and the Policy's portion of the Fixed Account will be reduced proportionately.

Repayment of Loans

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Policy Loans can be repaid to the Company at any time in whole or in part. Loan repayments will be allocated: *first*, to repay the Loans made against the Fixed Account; and *second*, unless you request otherwise, to repay the Loans made against the sub-accounts in the same proportion as the Policy is invested in the sub-accounts.

The rate of interest for each loan repayment allocated to the Fixed Account will be the lesser of: the rate set by the Company in advance for the date the loan repayment is allocated to the Fixed Account; and the effective interest rate (see Fixed Account Interest) for the Policy on the date of the repayment.

A Policy Loan is a charge against the Policy. The proceeds of the Policy will be reduced by any Policy Loan Balance on the date of death of the Insured. If the Policy Loan Balance at any time exceeds the Cash Value of the Policy less the Surrender Charge on the next loan interest due date or, if greater, on the current Valuation Date (called "excess Policy Loan"), the Company will mail a notice to you and to any assignee. The notice will be mailed to the addresses on record with the Company. If the excess amount is not paid to the Company within 62 days after the mailing of the notice, the Policy will lapse without value.

Unless you request otherwise, any payment received by the Company when a Policy Loan exists on the Policy will be used: first, as a planned premium; second, as payment of the loan interest due; third, as a repayment of the Policy Loan; and fourth, as an unscheduled payment.

16. Adjustment

Increase in Face Amount

After the first policy year, the Face Amount can be increased on the first day of any policy month. (See Limit on Adjustments below.) An increase in Face Amount is subject to:

- Written application to increase the Face Amount;
- · Proof that the Insured is insurable;
- New insurance for the amount of the increase on the same plan at the age of the insured on the Adjustment Date being allowed under the underwriting rules of the Company;
- The amount of the increase being at least \$25,000, except with the consent of the Company;
- A Monthly Deduction for the increase. (See Monthly Deduction, Section 12.); and
- A Face Amount Increase Administrative Charge not greater than the Maximum stated in Section 1, unless the increase is not medically underwritten, to be deducted from the Cash Value in the same proportion as the Cash Value of the Policy is in the sub-accounts and the Fixed Account.

There is a new Surrender Charge Period associated with an increase in Face Amount. (See Section 3).

The amount of any rider which is attached to the Policy can be increased only as stated in the rider.

The Application to increase the Face Amount must be signed by the Insured and by you. An increase will be effective on the Adjustment Date shown in the new Policy Schedule.

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Decrease in Face Amount

The Face Amount may be decreased by written application to the Company; but only if the Face Amount which will remain after a decrease is at least \$100,000, except with the consent of the Company. No portion of the Cash Value will be paid to you. A Surrender Charge may apply to a decrease in Face Amount. (See Section 3.) Any Surrender Charge applied will be based on the amount of the decrease. Thereafter, any Surrender Charges will be proportional to the remaining Face Amount. Any decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis, except with the consent of the Company. The Cash Value after the decrease in Face Amount will be equal to: the Cash Value just prior to the decrease; less any Surrender Charge for the decrease. The Death Benefit will be recalculated based on the new Face Amount and the Cash Value after decrease. A decrease in Face Amount will be effective on the Adjustment Date shown in the new Policy Schedule. A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

Partial Surrender

After the Right to Return the Policy Period, you can make a partial surrender by written request to the Company. A portion of the Cash Value will be paid to you. A Surrender Charge may apply if you make a partial surrender. (See Section 3.) Any Surrender Charge applied will be based on the amount of the decrease in Face Amount. (See below). Thereafter, any Surrender Charge will be proportional to the remaining Face Amount. In each policy year, partial surrenders will be limited, except with the consent of the Company, to: 20% of the Net Cash Value on the day the first partial surrender is made for the policy year; or, if less, the Loan Value minus any Policy Loan Balance. The amount of the partial surrender will be deducted from the Cash Value. The Death Benefit of the Policy will be based on the Face Amount after the partial surrender and the reduced Cash Value. The Face Amount of the Policy will be reduced, if necessary, so the amount at risk after the partial surrender is not greater than the amount at risk before the partial surrender. (See Cost of Insurance, Section 12). Any decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a prorata basis, except with the consent of the Company. The Face Amount which will remain after the partial surrender must be at least \$100,000, except with the consent of the Company. A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

Unless you request otherwise, a partial surrender will reduce: *first*, the Policy's portion of the sub-accounts proportionately; and *second*, the Policy's portion of the Fixed Account.

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17. 24 Months Conversion Right

Limit on Adjustments

On an Adjustment Date you can have only one increase in Face Amount. Therefore, if this Policy includes a Level Term Insurance Rider and you request both an exchange of term insurance for an increase in Face Amount and an additional increase in Face Amount for this Policy:

- If the two increases will be on the same underwriting class, the two requests will be combined and processed as one adjustment; otherwise
- The additional increase in Face Amount will be processed first and the exchange of term insurance will be processed one month later.

Adjustment of the Policy

The Policy Schedule and Sections 2 through 5, must be changed to reflect an increase or a decrease in the Face Amount. The Policy Schedule must be changed also to reflect a change in the Death Benefit Option. The changed Policy Schedule and the changed Sections 2 through 5, if any, and the Application for the adjustment will be made part of the Policy by adjusting the Policy. The Company can, at its option, adjust the Policy:

- By sending you a new Policy Schedule, and new Sections 2 through 5, if any, and a copy of the Application for the adjustment for you to attach to the Policy; or
- By requiring that the Policy be returned to have the new Policy Schedule and new Sections 2 through 5, if any, and a copy of the Application for the adjustment attached to the Policy by the Company; or
- By sending you an adjusted policy to take the place of this Policy.

Upon adjustment the Policy will be in force only as adjusted.

24 Months Conversion Right

The 24 Months Conversion Right allows you to convert all or a portion of this Policy, subject to the terms of this Section, to fixed benefit coverage: by transferring value to the Fixed Account; and by allocating future premiums and future net unscheduled payments to the Fixed Account.

A request to exercise the 24 Months Conversion Right must be in written form satisfactory to the Company. The 24 Months Conversion Right can be exercised:

- Once within 24 months after the Date of Issue of the Policy;
- Once within 24 months after the Adjustment Date of an increase in Face Amount; and

Even if the Company is restricting new amounts applied to the Fixed Account. (See Restriction of New Amounts Applied to the Fixed Account provision of Section 9.)

the Company is not restricting amounts applied to the Fixed Account: you can transfer to the Fixed Account all or part of the Policy's Cash Value in the sub-accounts; and you can allocate all or part of future net premiums and net unscheduled payments to the Fixed Account. However, at any time in the future if the Company is restricting new amounts applied to the Fixed Account, the Company reserves the right to limit the allocation of future net premiums and net unscheduled payments to the Fixed Account to the Policy's lowest Fixed Account allocation percentage since the most recent date when this Right was exercised. The Policy's share of the subaccounts will be reduced proportionately when Cash Value is transferred under this Right.

If the Company is restricting amounts applied to the Fixed Account: you can transfer to the Fixed Account the portion of the Policy's Cash Value in the sub-accounts which is attributable to the coverage for which this Right is being exercised; and you can allocate future net premiums and net unscheduled payments to the Fixed Account based on the Company's published rules. The Policy's share of the sub-accounts will be reduced proportionately when Cash Value is transferred under this Right.

Transfers to the Fixed Account resulting from the exercise of the 24 Months Conversion Right are not counted in the limit of 4. (See Transfer Option provision of Section 8.)

18. Owner and Beneficiary

Owner

The Owner of the Policy is named in the Application (see copy attached); but, the Owner can be changed. The new Owner will succeed to all rights of the Owner, including the right to make a further change of Owner. At the death of the Owner, his or her estate will be the Owner, unless a successor Owner has been named. In this Policy "you" means the Owner, whether the Owner is a person, a partnership, a corporation, a fiduciary or any other legal entity. The rights of the Owner will end at the death of the Insured, except for Payment of Benefits. (See Section 19.)

Beneficiary

The Beneficiary is named in the Application (see copy attached); but, the Beneficiary can be changed before the death of the Insured. The Beneficiary can be a person, a corporation, a partnership, a fiduciary or any other legal entity. A person must survive the Insured to qualify as Beneficiary. If none survives, the proceeds will be paid to the Owner.

Change of Owner or Beneficiary

A change of Owner or Beneficiary must be in written form satisfactory to the Company, and must be dated and signed by the Owner who is making the change. The change will be subject to all payments made and actions taken by the Company under the Policy before the signed change form is received by the Company at its Home Office.

Assignments

An absolute assignment of the Policy by the Owner is a change of Owner and Beneficiary to the assignee. A collateral assignment of the Policy by the Owner is not a change of Owner or Beneficiary; but their rights will be subject to the terms of the assignment. Assignments will be subject to all payments made and actions taken by the Company before a signed copy of the assignment form is received by the Company at its Home Office. The Company will not be responsible for determining whether or not an assignment is valid.

Designation of Owner and Beneficiary

A numbered sequence can be used to name successive Owners or Beneficiaries. Co-Beneficiaries will receive equal shares unless otherwise stated.

In naming Owners or Beneficiaries, unless otherwise stated:

- "Child" includes an adopted or posthumous child:
- "Provision for issue" means that if a Beneficiary does not survive the Insured, the share of that Beneficiary will be taken by his or her living issue by right of representation; and
- A family relation such as "wife", "husband" or "child" means the relation to the insured.
- At the time for payment of benefits the Company can rely on an affidavit of any Owner or other responsible person to determine family relations or members of a class.

19. Payment of Benefits

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The policy proceeds will be paid in one sum, unless all or part of the proceeds is applied to a Payment Option. (See Section 20.) The Company will pay interest on the death and maturity proceeds from the date the proceeds become payable to the date of payment in one sum, or to the Option Date. The rate of interest will be set each year by the Company. The rate will not be less than: that required by law; or 3 1/2% per year. The interest payable on surrender proceeds is described in Section 7.

Selection of Payment Options; Option Date

The selection of a Payment Option and the naming of the Payee must be in written form satisfactory to the Company. You can make or change or revoke the selection before death of the Insured. The Option Date is the effective date of the Payment Option, as stated in the selection form.

Payee

The Payee is a person, a corporation, a partnership, a fiduciary or any other legal entity entitled to receive payment in one sum or under a Payment Option.

Selection by Payees

Any proceeds payable in one sum at the death of the Insured, or upon surrender or maturity of the Policy, can be applied to any Payment Option chosen by the Payee. Further, with the consent of the Company, any Payee who is entitled to receive proceeds in one sum when a Payment Option ends, or at the death of a prior Payee, or when proceeds are withdrawn, can choose to apply the proceeds to a Payment Option.

Rights of Payees

in the selection of a Payment Option the right can be given to the Payee:

- To withdraw principal and interest under the Fourth or Fifth Option; or
- To withdraw the commuted value of payments certain under the First, Second, or Sixth Option.

Under the Life Income Options only payments certain can be commuted. No Payee can assign, commute or withdraw the payments under any Payment Option, unless the right is reserved in the selection of the Option.

Limitations

If instalments under an Option would be less than \$20, proceeds can be applied to a Payment Option only with the consent of the Company.

Life Income Options

Guaranteed Life Income Options are based on the age of the Payee on the Payee's birthday nearest the Option Date. The Company will require proof of age. The Life Income payments will be based: on the rates shown in the Life Income Tables (Section 21); or, if they are greater, on the Payment Option rates of the Company on the Option Date. If the rates at a given age are the same for different periods certain, the longest period certain will be used.

Purchase of Increased Payment Option Benefits

On the Option Date, a one sum purchase payment can be made to the Company to be added to the proceeds being applied to any Payment Option. The portion of Life Income payments purchased in this way will be based on the Payment Option rates of the Company on the Option Date, which may not be the rates shown in the Life Income Tables (Section 21). The purchase payment will be limited to the Company's published maximum for single premium immediate annuities on the Option Date. A portion of the purchase payment may be used by the Company to pay premium taxes on the purchase payment.

Death of Payee

If a Payee under a Life Income Option dies within 30 days after the Option Date, the amount applied to the Option, less any payments made, will be paid in one sum, unless a Payment Option is chosen by the successor Payee. Otherwise, amounts to be paid after the death of a Payee under a Payment Option will be paid as due to the successor Payee. If there is no successor Payee, amounts to be paid in one sum, or the commuted value of any unpaid payments certain, will be paid in one sum to the estate of the last Payee to die.

Commutation Rate

The interest rate used to compute the commuted value of any unpaid payments certain:

- Under the First Option will be 3 1/2% per year; and
- Under the Life Income Options will be the rate used by the Company in computing the amount of the monthly payments.

20. Payment Options

Payment Options

All or part of the policy proceeds can be applied to any one of the following Options, subject to Section 19, Payment of Benefits:

First Option: Income for a Specified Number of Years

The Company will make monthly payments which will include both principal and interest. Payments will start on the Option Date and will continue for the number of years chosen. The number of years chosen cannot be more than 30. Interest is at the rate of 3 1/2% per year compounded yearly. Additional interest paid by the Company for any year will be added to the monthly payments for that year.

Guaranteed monthly payments per \$1,000 of proceeds applied to the First Option are shown below:

Number		Number		Number	
of Years	_ P	of Years		of Years	
7	\$84.65	11	\$9.09	21	\$5,56
2	43.05	12	8.46	22	5.39
3	29.19	13	7.94	23	5.24
4	22.27	14	7.49	24	5.09
5	18.12	15	7.10	25	4.96
6	15.35	16	6.76	26	4.84
7	13.38	17	6.47	27	4.73
8	11.90	18	6.20	28	4.63
9	10.75	19	5.97	29	4.53
10	9.83	20	5.75	30	4.45

Second Option: Life Income

The Company will make equal monthly payments. Payments will start on the Option Date and will continue:

- During the life of the Payee, with no further payment after the death of the Payee, called "Life Income, No Refund"; or
- During the life of the Payee, but for at least 10 years, called "Life Income, 10 Years Certain"; or
- During the life of the Payee, but for at least 20 years, called "Life Income, 20 Years Certain".

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east ears Third Option: Life Income with Refund

The Company will make equal monthly payments. Payments will start on the Option Date and will continue during the life of the Payee. At the death of the Payee, if the total payments made are less than the total proceeds applied to the Option, then:

- The difference will be paid in one sum, called "Life Income, Cash Refund"; or.
- The equal monthly payments will continue until the total payments are equal to the total proceeds applied to the Option, called "Life Income, Instalment Refund".

Fourth Option: Interest

The Company will hold the proceeds at interest during the life of the Payee or for any other period agreed to by the Company. Interest on the proceeds:

- Will be paid each month to the Payee starting one month after the Option Date; or
- Will be added to the principal amount each year and will earn interest.

At the death of the Payee, or at the end of the period agreed to, the balance of principal and any accrued interest will be paid in one sum. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year.

Fifth Option: Specified Amount of Income

The Company will make monthly payments which will include both principal and interest. Payments will be in the amount chosen. Payments can be quarterly or at any other frequency chosen, and payments can be for different amounts, all subject to the consent of the Company. Payments will start on the Option Date and will continue until the balance is fully paid out. At the death of the Payee any unpaid balance and accrued interest will be paid in one sum. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year. Interest will be added each year to the principal and will earn interest.

Sixth Option: Life Income for Two Lives
The Company will make monthly payments.
Payments will start on the Option Date and will continue:

- While either of two Payees is living, called "Joint and Survivor Life Income"; or
- While either of two Payees is living, but for at least 10 years, called "Joint and Survivor Life Income, 10 Years Certain"; or
- While two Payees are living, and after the death of one Payee, two-thirds of the monthly amount while the other Payee is living, called "Joint and 2/3 to Survivor Life Income".

21. Life Income Tables

Life Income Tables

Guaranteed monthly payments per \$1,000 of amounts applied to the Life Income Options are shown below:

Secon	d and 1	hird Op	tions:	Life Inc	ome
		10	20		
Age of	No	Years	Years	Cash	Instalment
Payee	Refund	Certain	Certain	Refund	Refund
*15	\$3.19	\$3.19	\$3.19	\$3.18	\$3.19
16	3.21	3.20	3.20	3.19	3.20
17	3.22	3.22	3.21	3.21	3.21
18	3.23	3.23	3.23	3.22	3.22
19	3.25	3.24	3.24	3.23	3.24
20	3.26	3.26	3.25	3.25	3.25
21	3.27	3.27	3.27	3.26	3.26
22	3.29	3.29	3.28	3.28	3.28
23	3.31	3.30	3.30	3.29	3.29
24	3.32	3.32	3.31	3.31	3.31
25	3.34	3.34	3.33	3.32	3.33
26	3.36	3.36	3.35	3.34	3.35
27	3.38	3.37	3.37	3.36	3.36
28	3.40	3.39	3.39	3.38	3.38
29	3.42	3.41	3.41	3.40	3.40
30	3.44	3.44	3.43	3.42	3.42
31	3.46	3.46	3.45	3.44	3.44
32	3.49	3.48	3.47	3.46	3.47
33	3.51	3.51	3.50	3.49	3.49
34	3.54	3.53	3.52	3.51	3.52
35	3.56	3.56	3.55	3.54	3.54
36	3.59	3.59	3.58	3.56	3.57
37	3.62	3.62	3.60	3.59	3.60
38	3.66	3.65	3.63	3.62	3.63
39	3.69	3.69	3.67	3.65	3.66
40	3.73	3.72	3.70	3.68	3.69
41	3.76	3.76	3.73	3.71	3.72
42	3.80	3.79	3.77	3.75	3.76
43	3.84	3.84	3.80	3.78	3.79
44	3.89	3.88	3.84	3.82	3.83
45	3.93	3.92	3.88	3.86	3.87
46	3.98	3.97	3.92	3.90	3.91
47	4.03	4.02	3.97	3.94	3.96
48	4.08	4.07	4.01	3.99	4.00
49	4.14	4.12	4.06	4.03	4.05
50	4.20	4.18	4.11	4.08	4.10
51	4.26	4.23	4.16	4.13	4.15
52	4.32	4.30	4.21	4.19	4.21
53	4.39	4.36	4.26	4.24	4.27
54	4.46	4.43	4.32	4.30	4.33
55	4.54	4.50	4.37	4.36	4.39
56	4.62	4.58	4.43	4.43	4.46
57	4.70	4.65	4.49	4.49	4.53
58	4.79	4.74	4.56	4.57	4.60
59	4.89	4.83	4.62	4.64	4.68
60	4.99	4.92	4.68	4.72	4.76
61	5.10	5.02	4.75	4.80	4.85
62	5.22	5.12	4.82	4.89	4.94
63	5.34	5.23	4.88	4.98	5.03
64	5.47	5.35	4.95	5.07	5.13
65	5.61	5.47	5.02	5.17	5.24
66	5.76	5.60	5.08	5.28	5.35
67	5.92	5.73	5.15	5.39	5.47
68	6.10	5.87	5.21	5.51	5.59
69	6.28	6.02	5.27	5.63	5.72

Age		10	20		
of	No	Years	Years	Cash	Instalment
Payee	Refund	Certain	Certain	Refund	Refund
70 71 72 73 74	\$6.48 6.70 6.92 7.17 7.43	\$6.17 6.33 6.49 6.66 6.84	\$5.33 5.38 5.43 5.48 5.52	\$5.76 5.89 6.04 6.19 6.34	\$5.86 6.00 6.16 6.32 6.49
75 76 77 78 79	7.71 8.02 8.34 8.69 9.07	7.02 7.20 7.38 7.56 7.75	5.56 5.60 5.63 5.66 5.68	6.52 6.69 6.87 7.07 7.27	6.67 6.86 7.06 7.27 7.50
80 81 82 83 84	9.47 9.90 10.36 10.86 11.39	7.93 8.11 8.28 8.45 8.62	5.70 5.71 5.73 5.73 5.74	7.49 7.73 7.96 8.21 8.50	7.74 7.99 8.25 8.53 8.83
**85	11.96	8.77	5.75	8.78	9.14

* and under **and over

Sixth Op	tion: Life	Incom	e for Tw	o Lives	
Age of One	Age of Ot	her Payee			
Payee	55	60	65	70	75
	Jo	int and S	urvivor		,
55	\$4.04	\$4.17	\$4.28	\$4.37	\$4.43
60	4.17	4.36	4.53	4.68	4.79
65	4.28	4.53	4.79	5.02	5.22
70	4.37	4.68	5.02	5.38	5.71
75	4.43	4.79	5.22	5.71	6.22
80	4.47	4.87	5.37	5.98	6.68
	Joint and S	Survivor,	10 Years C	ertain	
55	\$3.96	\$4.09	\$4.20	\$4.36	\$4.42
60	4.09	4.27	4.44	4.59	4.77
65	4.20	4.44	4.69	4.91	5.09
70	4.36	4.59	4.91	5.22	5.50
75	4.42	4,77	5.09	5.50	5.88
80	4.46	4.85	5.33	5.72	6.21
	Joint	and 2/3 1	to Survivor	•	
55	\$4.37	\$4.56	\$4.76	\$4.99	\$5.23
60	4.56	4.78	5.02	5.30	5.59
65	4.76	5.02	5.33	5.67	6.03
70	4.99	5.30	5.67	6.10	6.57
75	5.23	5.59	6.03	6.57	7.18
80	5.48	5.89	6.41	7.06	7.84

Payments for other ages will be quoted by the Company or request.

The rates shown above are based on an interest rate of 3 1/2% per year; and on mortality: using a 60/40 male/female weighting; based on the Individual Annuitant Mortality Table for 1983; and with projection on Scale G to the year 2000 and then on Scale B Modified to year 2010.

Endorsement

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4.43 4.79 5.22 5.71

6.22 6.68

4.42 4.77 5.09 5.50 5.88 6.21

5.23 5.59 6.03 6.57 7.18 7.84

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an on ting; ality le G fied As of the Date of Issue of this Policy, the Suicide Within Two Years provision for this Policy and any riders is modified such that the Company will determine the proceeds using the greater of: the reserve of the insurance which is subject to the provision; and the amounts used to purchase the insurance which is subject to the provision.

New England Life Insurance Company

Home Office:

501 Boylston Street, Boston, Massachusetts

ı President

Secretary

NEV-365-93

Endorsement

Modification of Payment of Benefits Section As of the Date of Issue of this Policy, in the Commutation Rate provision of the Payment of Benefits Section, the following change is made:

The reference to a rate of interest of 3 1/2% is changed to refer to a rate of interest of 3%.

Modification of Payment Options Section As of the Date of Issue of this Policy, in the

As of the Date of Issue of this Policy, in the Payment Options Section, the following change is made:

All references to a rate of interest of 3 1/2% are changed to refer to a rate of interest of 3%.

Modification of Payment Options Section

As of the Date of Issue of this Policy, the following table is substituted for the table in the First Option: Income for a Specified Number of Years provision.

Guaranteed monthly payments per \$1,000 of amounts applied to the First Option are shown below:

Number of Years		Number of Years		Number of Years	
1	\$84.47	11	\$8.86	21	\$5.32
2	42.86	12	8.24	22	5.15
3	28.99	13	7.71	23	4.99
4	22.06	14	7.26	24	4.84
5	17.91	15	6.87	25	4.71
6	15.14	16	6.53	26	4.59
7	13.16	17	6.23	27	4.47
8	11.68	18	5.96	28	4.37
9	10.53	19	5.73	29	4.279
10	9.61	20	5.51	30	4.18

Modification of Life Income Tables Section

As of the Date of Issue of this Policy, the following section is substituted for the Life Income Tables section:

Life Income Tables

Guaranteed monthly payments per \$1,000 of amounts applied to the Life Income Options are shown below:

Secon	d and T	hird Op	tions:	Life Inc	ome
Age		10	20		
of	No	Years	Years	Cash	Instalment
_Payee	Refund	Certain	Certain	Refund	Refund
*15	2.83	2.82	2.82	2.82	2.82
16	2.84	2.34	2.83	2.83	2.83
17	2.85	2.85	2.85	2.84	2.84
.18 19	2.86 2.88	2.86 2.88	2.86 2.87	2.85	2.86
15	2.00	4.00	2.07	2.87	2.87
20	2.89	2.89	2.89	2.88	2.88
21	2.91	2.90	2.90	2.89	2.90
22	2.92	2.92	2.92	2.91	2.91
23	2.94	2.94	2.93	2.92	2.93
24	2.95	2.95	2.95	2.94	2.94
25	2.97	2.07	5.00	0.00	0.00
25 26	2.99	2.97 2.99	2.96 2.98	2.96	2.96
27	3.01	3.00	3.00	2.97 2.99	2.98 2.99
28	3.03	3.02	3.02	3.01	3.01
29	3.04	3.04	3.04	3.03	3.03
30	3.07	3.06	3.06	3.05	3.05
31	3.09	3.09	3.08	3.07	3.07
32	3.11	3.11	3.10	3.09	3.09
33	3.13	3.13	3.13	3.11	3.12
34	3.16	3.16	3.15	3.14	3.14
35	3.18	3.18	3.18	3.16	3.17
36	3.21	3.21	3.20	3.19	3.19
37	3.24	3.24	3.23	3.21	3.22
38	3.27	3.27	3.26	3.24	3.24
39	3.30	3.30	3.29	3.27	3.27
40	3.33 3.37	3.33	3.32	3.30	3.30
41 4 2	3.40	3.36 3.40	3.35 3.38	3.33 3.36	3.34 3.37
43	3.44	3.44	3.42	3.39	3.40
44	3.48	3.48	3.45	3.43	3.44
			0.10	0 .40	3.77
45	3.52	3.52	3.49	3.47	3.48
46	3.57	3.56	3.53	3.50	3.51
47	3.61	3.60	3.57	3.54	3.55
48	3.66	3.65	3.62	3.58	3.60
49	3.71	3.70	3.66	3.63	3.64
50	3.76	3.75	3.71	3.67	3.6 9
51	3.82	3.80	3.75	3.72	3.74
52	3.88	3.86	3.81	3.72	3.79
53	3.94	3.92	3.86	3.82	3.84
54	4.00	3.98	3.91	3.88	3.90
					10

-32								
8	Secor	d and T	hird Opt	tions: I	ife Inco	ome		
n 🐇			10	20				
the 🔅	Age of	No	Vears	Years	Cash	Instalment		
Life	Payee	Refund	Certain	Certain	Refund	Refund		
	55	4.07	4.05	3.97	3.93	3.95		
<u> </u>	56	4.14	4.12	4.03	3.99	4.02		
8	57	4.22	4.19	4.09	4.06	4.08		
) of 🖁	58	4.30	4.27	4.15	4.12	4.15		
are	59	4.39	4.35	4.21	4.19	4.22		
	•							
*	60	4.48	4.44	4.28	4.26	4.29		
4	61	4.58	4.53	4.35	4.34	4.37		
	62	4.68	4.63	4.41	4.42	4.45		
	63	4.79	4.73	4.48	4.50	4.54		
. 3	64	4.91	4.84	4.55	4.58	4.63		
nent 💮	٠.							
<u>d</u>	65	5.04	4.95	4.62	4.68	4.73		
¥	66	5.17	5.07	4.69	4.77	4.83		
	67	5.32	5.20	4.76	4.87	4.93		
	68	5.48	5.33	4.83	4.98	5.04		
	69	5.64	5.47	4.89	5.09	5.16		
- 8	70	5.82	5.62	4.96	5.20	5.28		
X	71	6.01	5.77	5.02	5.32	5.41		
	72	6.22	5.92	5.08	5.45	5.55		
*	73	6.44	6.09	5.13	5.59	5.69		
Ĭ.	74	6.67	6.26	5.18	5.72	5.84		
*								
- 8	75	6.92	6.43	5.23	5.87	6.00		
*	76	7.19	6.61	5.27	6.02	6.17		
Ž.	77	7.48	6.79	5.31	6.18	6.34		
	78	7.79	6.97	5.34	6.35	8.53		
3	79	8.12	7.15	5.37	6.53	6.72		

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5.42

5.44

5.46

5.47

5.48

6.71

6.90

7.11

7.31

7.53

7.78

6.93

7.14

7.36

7.59

7.84

8.09

*	and	under	**	and	over

8.48

8.85

9.25

9.67

10.13

10.62

80

82

83

84

**85

Sixth Opti	on: Life l	ncome	e for Tv	vo Lives	3
Age of One	Age of O	ther Paye	e (Male)		
Payee	5 5	60	65	70	75
(Female)				***	
	Join	t and S	urvivor		
55	\$3.63	\$3.75	\$3.85	\$3. 93	\$3.98
60	3.75	3.92	4.08	4.21	4.31
65	3.85	4.08	4.31	4.52	4.69
70	3,93	4.21	4.52	4.83	5.12
75	3.98	4.31	4.69	5.12	5.57
80	4.02	4.38	4.82	5.36	5.97
J	oint and Su	rvivor, 1	O Years (Certain	- 4
5 5	\$3.63	\$3.75	\$3.85	\$3.93	\$3.98
60	3.75	3.92	4.08	4.20	4.30
65	3.85	4.08	4.30	4.51	4.68
70	3.93	4.20	4.51	4.82	5.10
75	3.98	4.30	4.68	5.10	5.51
80	4.01	4.37	4.80	5.32	5.87
	Joint ar	nd 2/3 t	o Survivo	r	
55	\$3.91	\$4.08	\$4.26	\$4.46	\$4.68
60 ·	4.08	4.28	4.50	4.74	5.00
65	4.26	4.50	4.77	5.07	5.40
70	4.46	4.74	5.07	5.45	5.87
75	4.68	5.00	5.40	5.87	6.40
80	4.90	5.27	5.73	6.30	6.98
Payments	for other	ages	will be	auoted	by the

Payments for other ages will be quoted by the Company on request.

The rates shown above are based on an interest rate of 3% per year; and on mortality: using a 50/50 male/female weighting; based on the Individual Annuitant Mortality Table for 1983; and with projection on Scale G to the year 2000 and then on Scale B Modified to ýear 2035.

New England Life Insurance Company 501 Boylston Street, Boston, Massachusetts

President

Endorsement

As of the Date of Issue, the following is added to the Policy.

Extended Maturity

The Company agrees to defer the Maturity Date of the Policy to which this Endorsement is attached to the date death proceeds become payable, if that date occurs after the Maturity Date shown in Section 1.

Death Benefit

If the age of the Insured on the Date of Issue is 80 or younger, the Death Benefit after the original Maturity Date will be equal to the greater of:

- The Cash Value on the date the death proceeds become payable; and
- The lesser of: the Face Amount of the Policy as of the original Maturity Date; and the Face Amount of the Policy on the policy anniversary on which the Insured is age 80.

If the age of the Insured on the Date of Issue is 81 or older, the Death Benefit after the original Maturity Date will be equal to the Cash Value on the date the death proceeds become payable.

Cash Value

The Cash Value of the Policy after the original Maturity Date will be calculated as described in the Cash Value of the Policy Section, except that the Monthly Deductions will be equal to zero.

Riders

All riders attached to the Policy, which are in effect on the original Maturity Date, will terminate on that Date.

Surrender of the Policy

You can surrender the Policy for its Net Cash Value at any time.

Premiums

Premiums and unscheduled payments cannot be made after the original Maturity Date, unless the Company sends you a premium notice as provided for in the Grace Period provision.

New England Life Insurance Company 501 Boylston Street, Boston, Massachusetts

President

Endorsement

As of the Date of Issue, each Policy or Rider provision that contains any differences based on sex is modified to provide for males and females the same:

- · Rates;
- · Benefits; or
- Values.

New England Life Insurance Company

Home Office:

501 Boylston Street, Boston, Massachusetts

President

.	CN151278						
PART I	Check the appropriate company. Office Use Only:						
Application for Individual and Multi-Life	☐ Metropolitan Life Insurance Company 200 Park Avenue, New York, NY 10166 ☐ MetLife Investors Insurance Company 13045 Tesson Ferry Road, St. Louis, MO 63128 ☐ General American Life Insurance Company 13045 Tesson Ferry Road, St. Louis, MO 63128 ☐ Mottlife Investors Ferry Road, St. Louis, MO 63128						
Life Insurance	☐ MetLife Investors USA Insurance Company 222 Delaware Avenue, Suite 900, PO Box 25130 Wilmington DE 19899						
	The Company Indicated above is referred to as "the Company".						
SECTION 1	1. PROPOSED INSURED #1						
Proposed	Name Derek Brice Moure						
Insured(s)	Street 141 A Silver lake Drive City Beholoth Super 19971						
*If less than 3 years, add	Varie at this address 2						
prior residence address in	Years at this address* SSN/Tax ID 727-62-96/39 Home Phone Number (362) 245-6666 Work Phone Number (362) 727-7636 Best time to call: FROM 9						
Additional Information Section, Page 13.							
44400., 1 dge 15.	Cell Phone Number (302) 245 OULD Best number to call: ☐ Home ☐ Work ØCell						
	Driver's License Number 121488 State						
	License Issue Date 3/12/05 License Expiration Date 3/4/07						
	Marital Status A Single D Married D Separated D Divorced D Widowed Date of Birth State/Country of Birth D A / D						
	State/Courity of Birth						
	Sex If Male Female Net Worth \$ + \(\omega \) Annual Earned Income \$ \(\omega \) Annual Unearned Income \$						
NOTE:	Employer's Name HBM Construction LLC						
P.O. Box numbers	Street 141 A Silveriaco Drive						
CANNOT be accepted for street addresses.	City Kahupeth State DE Zip 19971						
101 38 CCL 8001 C53265.	Position/Title/Duties Joint owner Length of Employment Zyrs						
	2. PROPOSED INSURED #2 Life 2, Spouse, Designated Life, Person to be covered under Applicant's Waiver of Premium Benefit						
•	Relationship to Proposed Insured #1						
.	Name						
If address is same as Proposed							
Insured #1	CityStateZip Years at this address*SSN/Tax ID						
write "SAME".	Home Phone Number ()						
$\neg \lor$	Home Phone Number () Work Phone Number () Best time to call: Call Phone Number () Daytime © Evening						
	Cell Phone Number () Best number to call: ☐ Home ☐ Work ☐ Cell						
	Driver's License Number						
ADDITIONAL	issue Date Expiration Date						
INSUREDS: See Supplemental	Telegraphical District of Senarated of Divorced of Middowed						
Forms Package,	Date of Birth State/Country of Birth State/Country of Birth State/Country of Birth						
	Annual Earned Income \$ Annual Unearned Income \$ Employer's Name						
	Street						
	State 7ip						
1	Position/Title/Duties Length of Employment						

	1	PAIT COOLICE AN ESTA				on Section, P	/	
SECTION 1	A. Are any p	DEPENDENT SPOUSE or MINOR A. Are any persons to be insured a dependent spouse?						
Proposed	IF YES, plea	IF YES, please provide: Amount of existing insurance on spouse of Proposed Insured						
Insured(s) (continued)						 rad \$		
Cominacay		of insurance applied f			izan utan		YES O N	
	B. 1. Are and IF YES, plea	y persons to be insured	i a depend	dent minor?		IJ	AF2 (1) M	
		of existing insurance of	on father/	guardian		\$		
		of insurance applied f						
		of existing insurance				\$		
	Amount o	of insurance applied f	for on mo	other/guardia	n	\$		
	2. Are all	siblings of this depend	lent minor	equally insu	red?	a	YES 🗹 N	
		se provide details:						
		a construction of the second o						
SECTION 2	1. EXISTIN	G or APPLIED FOR I	NSURAN	ICE	-0.			
SECTION 2	A Do any o	G or APPLIED FOR L	s or Owne	ers have anv	exisitng (or applied		
Existing or	A. Do any o for life in	of the Proposed Insured Insurance (L) or annuity (s or Owne	ers have any cts with this	or any			
	A Do any o	of the Proposed Insured Insurance (L) or annuity (s or Owne	ers have any cts with this	or any	d Insured 🖸		
Existing or Applied For Insurance	A. Do any o for life in other cor	of the Proposed Insured: Isurance (L) or annuity (Impany?	s or Owne (A) contrai	ers have any cts with this F	or any	d Insured 🛭	YES ☑ N	
Existing or Applied For Insurance IF YES Some states require the	A. Do any o for life in other cor	of the Proposed Insured Insurance (L) or annuity (s or Owne (A) contrained ed Insure Type	ers have any cts with this For any control Amount of	or any Proposed Year of	d Insured D Owner Ø	YES (N	
Existing or Applied For Insurance	A. Do any o for life in other cor	of the Proposed Insured: Insurance (L) or annuity (Impany? Insured details on Propos	s or Owne (A) contrained ed Insure	ers have any cts with this Fed only: Amount of Insurance	or any Proposed	d Insured 🏻 Owner 🗷	YES N Existing or Applied to	
Existing or Applied For Insurance IF YES Some states require the completion of an additional form. See instructions on the cover	A. Do any of for life in other con IF YES, pro Proposed Insured (#1, #2, other)	of the Proposed Insured: Insurance (L) or annuity (Impany? Insured details on Propos	s or Owne (A) contrained ed Insure Type	ers have any cts with this For any control Amount of	or any Proposed Year of	d Insured D Owner Ø	YES (N	
Existing or Applied For Insurance IF YES Some states require the completion of an additional form. See	A. Do any of for life in other con IF YES, pro Proposed Insured (#1, #2, other) Dunce!	of the Proposed Insured: Insurance (L) or annuity (Impany? Insurance details on Proposition Company NEF	s or Owne (A) contrained ed Insure (L, A)	ers have any cts with this Fed only: Amount of Insurance	or any Proposed Year of	d Insured D Owner Ø	YES N Existing or Applied to	
Existing or Applied For Insurance IF YES Some states require the completion of an additional form. See instructions on the cover of the Replacement	A. Do any of for life in other con IF YES, pro Proposed Insured (#1, #2, other)	of the Proposed Insured: Isurance (L) or annuity (Impany? Input details on Propos Company	s or Owne (A) contrained ed Insure (L, A)	ers have any cts with this Fed only: Amount of Insurance	or any Proposed Year of	d Insured D Owner Ø	Existing or Applied for Applie	
Existing or Applied For Insurance IF YES Some states require the completion of an additional form. See instructions on the cover of the Replacement	A. Do any of for life in other con IF YES, pro Proposed Insured (#1, #2, other) Dunce!	of the Proposed Insured: Insurance (L) or annuity (Impany? Insurance details on Proposition Company NEF	s or Owne (A) contrained ed Insure (L, A)	ers have any cts with this Fed only: Amount of Insurance	or any Proposed Year of	d Insured D Owner Ø	YES ON NEXT NAME OF A OF A	
Existing or Applied For Insurance IF YES Some states require the completion of an additional form. See instructions on the cover of the Replacement	A. Do any of for life in other con IF YES, pro Proposed Insured (#1, #2, other) Dunce!	of the Proposed Insured: Insurance (L) or annuity (Impany? Insurance details on Proposition Company NEF	s or Owne (A) contrained ed Insure (L, A)	ers have any cts with this Fed only: Amount of Insurance	or any Proposed Year of	d Insured D Owner Ø	Existing or Applied for	



IF YES, complete the 1035 Exchange Authorization for each affected policy.

IDENTITY of PRIMARY OWNER (Check one.) Proposed Insured #1 Complete Question 1 ONLY. Proposed Insured #2 Complete Question 1 ONLY. Other Person Complete Questions 1 and 2. Entity Complete Question 3 ONLY.
1. OWNER IDENTIFICATION 1. OWNER IDENTIFICATI
2. OWNER other than PROPOSED INSURED(S)
Name Paria Lyn Moore Street 12009 Tallesin Place Lunit 33 City. Reston State VA zip 20190 Phone Number (763) 304-7115
Citizenship USA Country of Permanent Residence USA Date of Birth 20130/71 SSN/Tax ID 232-46-5346 Relationship to Proposed Insured(s) SIDLING Employer's Name National Confectionals Assex Street 8320 DIO Courthous RO Suito 300 City Vienna State VA Zip 33183 Position/Fitle/Duties Exhibits May Length of Employment 3 Check if you wish ownership to revert to Insured upon Owner and Contingent Owner's death.
3. ENTITY/TRUST AS OWNER
Entity/Trust Type:
Street
CityState Zip
Proposed Insured(s) Relationship to Entity Nature of Business

	If more space is needed, please use the Additional Information Section, Page 13.						
SECTION 4 Beneficiary(ies)	NOTE: Federal law states if you leave someone with special needs any assets over \$2,000, they may lose eligibility for most government benefits.						
benencial y(les)	Contingent Beneficiaries ONLY ☐ Check here if you want any and all living and future natural or adopted children of Proposed Insured #1 to be included as Contingent Beneficiaries. Name any living children as beneficiaries below.						
Check here AND DO NOT COMPLETE if Primary Beneficiary is same as Trust or Entity Owner. If there is a court appointed legal Guardian for Beneficiary, provide name and address in Additional information Section, Page 13.	Name Davia Lyn Moore Street 1209 Taliesin Flace Linit 35 City Reston State VA zip 20190 Date of Birth 2 23 77 SSN/Tax ID 222 His 5544 Relationship to Proposed Insured(s) 5101119 Percent of Proceeds 50 Multiple Beneficiaries will receive an equal percentage of proceeds unless otherwise Instructed.) O PRIMARY O CONTINGENT Name Davial Kelling Banning						
Section, Page 13.	Street 32 Celestial Way North Star Char City Newark State State State Fig. 1971) Date of Birth 3 9 73 SSN/Tax ID 22244-532 Relationship to Proposed Insured(s) 510109 Percent of Proceeds 576 (Multiple Beneficiaries will receive an equal percentage of proceeds unless otherwise instructed.)						
N	NameStreet						
767	Percent of Proceeds (Multiple Beneficiaries will receive an equal percentage of proceeds unless otherwise instructed.)						
SECTION 5 Custodian acting for Minor Beneficiary(ies)	as custodian for						
market tanner & frame	CityStateZip						
	Relationship to Minor(s)						



	If more space is needed, please use the Additional Information Section, Page 13.
SECTION 6	1. PRODUCT & FACE AMOUNT
Information	Product Name VOC
Regarding Insurance	1. PRODUCT & FACE AMOUNT Product Name Face Amount \$ 5 million (Complete Personal Financial Supplement if \$1,000,000 or more)
Applied for	☐ Group Conversion*
Complete these forms, if applicable: •ADBR	Optional Benefits and Riders: Guaranteed Survivor Plus Purchase Options (GSPO+) Option Period(s): Guaranteed Survivor Income Benefit (GSIB) Term Rider Specify: Life Guaranteed Purchase Option (LGPO) Acceleration of Death Benefit Rider (ADBR)* Enricher Options (PAIRNABR)* Specify: Long Term Care Guaranteed Purchase Option (LTC-GPO)
 Enricher/Equity Additions 	Disability Waiver (DW) Specify: \$\$
•Group Conversion •GSPO+ These forms can be found in the Supplemental Forms Package.	☐ Other Special Requests/Other: ☐ Save Age ☐ Specific Policy Date ☐ Other
For Variable Life, also complete Variable life Supplement.	Check here if □ alternate OR □ additional policy is requested and provide full details below. Include SIGNED & DATED illustration for each policy requested. 2. ADDITIONAL INFORMATION for WHOLE LIFE PRODUCTS Do you request automatic payment of premium in default by Policy Loan (for traditional plans), if available? □ YES □ NO Dividend Options: □ VAI Equity Additions* □ Premium Reduction □ Cash □ Accumulations/DWI
	3. ADDITIONAL INFORMATION for UNIVERSAL LIFE/VARIABLE LIFE PRODUCTS Planned Premium Amount: Year 1 \$ Excess/Lump Sum \$ Duration of premium payments Planned annual unscheduled payment (if applicable): \$ Renewal Premium (if applicable): \$ Death Benefit Option/Contract Type Definition of Life Insurance Test: ☐ Guideline Premium Test ☐ Cash Value Accumulation Test (if available under policy applied for) Guaranteed to age: (VUL only) ☐ 65 ☐ 75 ☐ 85 ☐ 5 years ☐ Other 4. ADDITIONAL INFORMATION for QUALIFIED PLANS Qualified/Non-Qualified Plan number Applied to a payment (if applicable): \$ Planned Premium Amount: Year 1 \$ Excess/Lump Sum \$ Excess/Lump Sum \$ Duration of premium payments Planned annual unscheduled payment (if applicable): \$
ı	Qualified Mon Number Geostic State Man Number

6	If more space is need	ed, please use t	he Additional Infor	mation Section, Page 13.
SECTION 7	1. PAYMENT MODE	(Check one.)	**************************************	
Payment	Direct Bill:	M Annual	☐ Semi-Annual	☐ Quarterly
Information	Electronic Payment:	Monthly		
If Monthly Electronic	Special Account:	☐ Government	Allotment	☐ Salary Deduction
Payment is chosen, complete Electronic Payment Account Agreement.	Additional Details:			
	2 SOURCE of CURR	ENT and FISTIR	E DAVASENTS (Choc	L. III should apply
	2. SOURCE of CURR			oney Market Fund
	☐ Use of Values in ano		_	
BLOWE				
NOTE: It is Company Policy to	3. PAYMENT	amulianaian e	• 1	
not accept cash, traveler's checks, or money orders	Amount collected with (Must equal at least one mor	application \$ othly premium.)		
as a form of payment for Variable Life Products.	Premium Payor:			
variable life Products.	☐ Proposed Insured #1	☐ Propo	osed Insured #2	🗖 Primary Owner
	Other JA	Moore	Develo	pment.
	Relationship to Prop	osed Insured(s) an	d Owner Far	Lily Dusiness
	Reason this person is		ther est	ate planning

	4. BILLING ADDRES: □ Proposed Insured #1			sured #2 Address
. 1\	☐ Primary Owner's Ado		Li rioposed ii	isaled #5 Madic22
	Other Premium Payo		a Aridrass (Provide deta	ils here !
$\Gamma (Y)$			ake Drive	33 (10) 0.7
	city Renobeth			PS Zip 1997/
	☐ Special Arrangement			
			100	
E-Mail	Brooked brown 4.4			
Addresses	Proposed Insured #1 — Proposed Insured #2 —			
(optional)	Primary Owner			
	Joint/Contingent Owne			
•	• • • • • • • • • • • • • • • • • • • •			



	If more space is needed, please use th	ne Additional Information Sec	ction, Page 13.
SECTION 8 General Risk	The following questions are to be answer covered by any riders applied for.		
Questions	 Within the past three years has ANY p flown in a plane other than as a passer airline or have plans for such activity w IF YES, complete a separate Aviation Sup applicable Proposed Insured. 	nger on a scheduled rithin the next year?	O YES O NO
f you need more pace, please use the Additional Information ection, Page 13.	2. Within the past three years has ANY por intend to participate in any of the funderwater sports - (SCUBA diving, ski Sky sports - (skydiving, hang gliding, pasimilar activities); Racing sports - (motorcycle, auto, moto Rock or mountain climbing or similar activities? IF YES, complete a separate Avocation Stapplicable Proposed Insured.	ollowing: in diving, or similar activities); arachuting, ballooning or or boat or similar activities); ctivities;	□ YES ☑ NO
	3. Within the past two years has ANY fraveled or resided outside the U.S. IF YES, for each occurence, please provid duration, country and purpose.	or Canada?	U YES & NO
	4. Within the next two years does AN' intend to travel or reside outside to IF YES, for each occurence, please provide duration, country and purpose. Carri Dram - Dlas	he U.S. or Canada? Proposed Insured,	ØYES□NO eD2-le 200
~0)	5. CITIZENSHIP/RESIDENCY A. Are all persons to be insured U.S. Citi		ØYES 🗈 NO
	IF NO, please provide details: Proposed Insured(s)	Country of Citizenship	
<u> </u>	Visa Type/ID		
Ī	Expiration Date ☐ Check here if currently applying for a Society.		the second of th
	B. Are all persons to be insured permane United States? IF NO, please provide details: Proposed Insured(s)	ent residents of the	Ø YES ⊕ NO



8	If more space is needed, please use the Additional Information Section, Page 13.							
SECTION 8 General Risk	The following questions are to be answered for ALL persons to be insured, including those covered by any riders applied for.							
Questions (continued)	6. In the last five years, has ANY person to be insured used tobacco products (e.g., cigarettes; cigars; pipes; smokeless tobacco; chew; etc.) or nicotine substitutes (e.g., patch, gum)? IF YES, please provide details: Proposed Insured(s) Type Clgarettes Amount/Frequency							
If you need more space, please use the Additional Information Section, Page 13.	7. Has ANY person to be insured: EVER had a driver's license suspended or revoked; EVER been convicted of DUI or DWI; or had, in the last five years, any moving violations? IF VES places provide Personnel for medical data and delayers.							
	Proposed Insured(s)	V						
	8. Has any person to be insured EVER had an application for life, disability income or health insurance declined, postponed, rated or modified or required an extra premium? IF YES, please provide details: Proposed Insured(s)							
	Details:							
i	9. Are all persons to be insured: actively at work; or a homemaker performing regular household duties, or a student attending school regularly? IF NO, please provide details: Proposed Insured(s) Details:							
Please answer these	10. LONG TERM CARE GUARANTEED PURCHASE OPTION RIDER							
questions only if requesting the Long Term Care Guaranteed Purchase Option Rider.	A. Does any person to be insured under this rider currently use any mechanical equipment such as: a walker; a wheelchair; long leg braces; or crutches? IF YES, please note which and the reason.							
	Proposed Insured(s)							
	B. Does any person to be insured under this rider need any assistance or supervision with any of the following activities: bathing; dressing; walking; moving in/out of a chair or bed; toileting; continence; or taking medication?							
1	Dec managed for a constant							



PART II

If more space is needed, please use the Additional Information Section, Page 13. 1. PHYSICIAN

SECTION 1 Physician Information

PLEASE NOTE: If FULL PARAMEDICAL exam is required, completion of Medical questions is **OPTIONAL** but will expedite your application.

Please provide name of complete and up to date Proposed Insured(s).	doctor, practitioner, or healt e information concerning th	th care facility who can provide the most be present health of the	
The check between the doction	on for Proposed Insure or, practitioner or health car	ra facility is known	
Physician Name Dr.	J. Groll	Phone Number (302) 645-28	ያ ተ
Name of Practice/Clinic _		Fax Number ()	47
Street			
City Lewes		State De Zin 19958	
Date Last Consulted) /05 Reason_	State <u>D</u> & zip19958 	
Findings, treatment given	, medication prescribed. If I	None, check here 🗇.	
			乄
and an elect to the decid	a higginioner of nealth cate	d #1 Proposed Insured #2 e facility is known. Phone Number () Fax Number ()	
Name of Practice/Clinic _	,	Fax Number ()	
Street			
Date I and Consults I		State Zip	
Findings treatment given	Reason	scate zip	
The second second	medication prescribed. If N		
1. HEIGHT/WEIGHT			
Proposed Insured #1	5/10"	Weight 180	
	Height	Weight	
Proposed Insured #2		Weight	
Has any Proposed Insured (experienced a change in we	airtht /	

SECTION 2 Medical Questions

Proposed Insured #1	Height <u> </u>	Weight /	80
Proposed Insured #2	Height		
Has any Proposed Insur (greater than 10 pound	red experienced a change in we ds) in the past 12 months?	ight	□ YES Ø NO
IF YES, specify: Proposed Insured #1	Pounds lost	Pounds gained	
Proposed Insured #2	Pounds lost		
Reason	M		



If more space is needed, please use the Additional Information Section, Page 13.

SECTION 2 Medical Ouestions

(continued)

PLEASE NOTE:

If FULL PARAMEDICAL exam is required, completion of Medical questions is **OPTIONAL** but will expedite your application.

2. Has a parent (P) or sibling (S) of any person to be insured ever had; heart disease; coronary artery disease; high blood pressure; diabetes; or mental illness? TYES INO

IF YES, indicate below:

Proposed Insured (#1, #2)		nship to d insured	Age If Living	Age at Death	State of Health, Specific Conditions, Cause of Death
1	ØP	J 5	w		HBP possible
	IJΡ	□ 5			
· · · · · · · · · · · · · · · · · · ·	OΡ	1 5			
	€ P	ΟS			

3. Has ANY person to be insured EVER received treatment, attention, or advice from any physician, practitioner or health facility for, or been told by any physician, practitioner or health facility that he/she had:

		Proposed Insured #1		Prope Insure		Other Proposed Insured			
		YES	NO	YES	NO	YES	NO		
A.	High blood pressure; chest pain; heart attack; or any other disease or disorder of the heart or circulatory system?	c c		0	IJ.	a	0		
В.	Asthma; bronchitis; emphysema; sleep apnea; shortness of breath; or any other disease or disorder of the lungs or respiratory system?	o		O	J	ם	ם		
C.	Seizures; stroke; paralysis; Alzheimer's disease; multiple sclerosis; memory loss; Parkinson's disease; progressive neurological disorder; headaches; or any other disease or disorder of the brain or nervous system?	a		0	a		0		

Details: If you answered YES to any of the above questions, please provide details here.

Question Number	Proposed Insured Name	Name of Physician Address if not already provided	Date/Duration of Illness	Diagnosis/Severity Medications/Treatment
				- William Income and American



If more space is needed, please use the Additional Information Section, Page 13. 11

SECTION 2 Medical Questions

(continued)

PLEASE NOTE: If FULL PARAMEDICAL exam is required,

exam is required, completion of Medical questions is **OPTIONAL** but will expedite your application.

3.	Has ANY	person to be insured EVER received treatment, attention, or ac	dvice from anv
	physician,	, practitioner or health facility for, or been told by any physician,	practitioner or
		cility that he/she had:	•

		insur		Insure			ner osed ired
_	The last a second to the	YES	NO	, YES	NO	YES	
D.	Ulcers; colitis; hepatitis; cirrhosis; or any other disease or disorder of the liver; gallbladder; stomach; or intestines?	ij	1	ı	0	O	a
E.	Any disease or disorder of: the kidney; bladder; or prostate; or blood, protein or pus in the urine?	ū		, J	σ	ō	
F.	Diabetes; thyroid disorder; or any other endocrine problem(s)?	ø		a	a	a	Ö
G.	Arthritis; gout; or disorder of the muscles, bones or joints?	o	1	J	σ	o	o
Н.	Cancer; tumor; polyp; cyst or any skin disease or disorder?	J	8	D D	ø	a	О
I.	Anemia; leukemia; or any other disorder of the blood or lymph glands?	9	6	o	o	g	□
J.	Depression; stress; anxiety; or any other psychological or emotional disorder or symptoms?	a	/		O	o o	o
ĸ.	Any disease or disorder of the eyes, ears,						

Details: If you answered YES to any of the above questions, please provide details here.

nose, or throat?

Question Number	Proposed Insured Name	Name of Physician Address if not already provided	Date/Duration of Iliness	Diagnosis/Severity Medications/Treatment
	1			
				
				A

0 0

12

If more space is needed, please use the Additional Information Section, Page 13.

SECTION 2 4. Has ANY person to be insured: Proposed Proposed Medical Other Insured #1 Insured #2 Proposed Questions Insured YES NO YES NO YES NO (continued) A. Currently, or within the past six months, been under observation or received treatment or taken any medication? (Including over-the-counter medications, vitamins, herbal supplements, etc.) \Box B. For the next six months, scheduled any doctor's PLEASE NOTE: visits, medical care, or surgery? O If FULL PARAMEDICAL C. During the past five years, had a: checkup; exam is required, completion of Medical electrocardiogram; chest x-ray; or medical test? O questions is **OPTIONAL** D. During the past five years, had any illness, injury but will expedite or health condition not revealed above; or have your application. been recommended to have any: hospitalization; surgery; medical test; or medication? 26 O O E. EVER been diagnosed with or treated by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS)? O F. EVER tested positive for the AIDS Human Immunodeficiency Virus (HIV) or for antibodies to the AIDS (HIV) virus? Ø 0 O G. EVER used heroin, cocaine, barbituates, or other drugs, except as prescribed by a physician or other licensed practitioner? \Box Ø H. EVER received treatment from a physician or counselor regarding the use of alcohol, or the use of drugs, except for medicinal purposes; or received treatment or advice from an organization that assists those who have

Details: If you answered YES to any of the above questions, please provide details here.

an alcohol or drug problem?

Question Number	Proposed Insured Name	Name of Physician Address if not already provided	Date/Duration of Illness	Diagnosis/Severity Medications/Treatment
44			5/05	Amox
410		Dr. Carol	10/05	Knee/leg pain
		Ortho-Lewes,	æ	FN to 40
40		Lewes De	5/04	toroke frot
		Lewes De		
44		took class due	1997	
		took class due to underage dr	inking	



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Additional	Use this page for any additional information. Attach a separate sneet it necessary.
Information	recourt a separate sneet it necessary.
13	9 A Silver lake Dr
	Sehobarh Toint Dwner
	Joint Owner
Owner Info) '
Name Dar	central way worth Star Chase
	Deuart, DE 19711
	6-5325 ¹
Phone: 302- DOB: 3-9-19	
	USA SiSter
	Soys + Girls Club of DE
address: lol	9 South Union St
	Ulmington DE 19805
Position: D	creater of markiting yes: 3 yes

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Certification/ Agreement/ Disclosure					
Certification Regarding Sales Illustration ☐ Agent certifies that a signed illustration is not an illustration was signed and matches the first and illustration was shown or provided but it to the policy as issued will be provided not in the po	ot required by he policy applications different from a term at the trollicy as applied to policy as issued apputer screen, or the policy	law or the policy ied for. It is income the policy of the policy defor was shown cowill be provided theck and comp	applied for Juded with the spplied for livery. The provided proposed the provided proposed the states between the specific provided proposed to the specific between the provided proposed to the specific provided provide	is not illustrate his application. An illustration or at the at the time of allow.	n conforming e time of this policy delivery.
An illustration was displayed on a computer but no printed copy of the illustration was p provided no later than at the time of policy and policy information:	Diovided An illust	tration conformi	na ta tha na	lieu ac iceuad u	مطالحه
 Gender (as illustrated) Rating class (e.g. standard, smoker) 		☐ Unisex ☐ Standard			Smoker
3 Type of policy (e.g. L-98, Whole Life)					
Guaranteed Minimum Death Benefit Dividend Option	□ age 55	□ age 65	□ age 75	□ age 85	☐ 5 years
7. Riders			\$ \$		
Fraud Warnings Arkansas, Kentucky, Louislana, New Mexico, O Any person who knowingly and with intent to defraud a statement of daim containing any materially false inforr material thereto, commits a fraudulent insurance act wh Washington D.C., Tennessee, Virginia	Dhio, Oklahoma any insurance compa mation, or conceals f	ny or any other pe	rson files an ap	plication for insu	

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.

Agreement/Disclosure

I have read this application for life insurance including any amendments and supplements and to the best of my knowledge and belief, all statements are true and complete. I also agree that:

- My statements in this application and any amendment(s), paramedical/medical exam and supplement(s) are the basis of any policy issued.
- This application and any; amendment(s); paramedical/inedical exam; and supplement(s) to this application, will be attached to and become part of the new policy.
- No information will be deemed to have been given to the Company unless it is stated in this application and paramedical/medical exam, and any supplement(s).
- Only the Company's President, Secretary or Vice-President may: (a) make or change any contract of insurance; (b) make a binding promise about insurance; or (c) change or waive any term of an application, receipt, or policy.
- Except as stated in the Temporary Insurance Agreement and Receipt, no insurance will take effect until a policy is delivered to the Owner and the full first premium due is paid. It will only take effect at the time it is delivered if: (a) the condition of health of each person to be insured is the same as stated in the application; and (b) no person to be insured has received any medical advice or treatment from a medical practitioner since the date of the application.



Certification/ Agreement/ Disclosure (continued)

- I understand that paying my insurance premiums more frequently than annually may result in a higher yearly out-of-pocket cost or different cash values.
- If I intend to replace existing insurance or annuities, I have so indicated in Section 2, Question 2 of this application.
- I have received the Company's Consumer Privacy Notice and, as required, the Life Insurance Buyer's Guide.
- If I was required to sign an HIV Informed Consent Authorization, I have received a copy of that Authorization.

Taxpayer Identification Number Certification

Under penalties of perjury, I, the Owner, certify that:

The number shown in this application is my correct taxpayer identification number, and I am not subject to backup withholding because:

- (a) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; **OR**
- (b) the IRS has notified me that I am not subject to backup withholding. (If you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return, you must cross out and initial this item.)

I am a U.S. citizen or a U.S. resident alien for tax purposes.

(If you are not a U.S. citizen or a U.S. resident allen for tax purposes, please cross out this certification and complete form W-8BEN).

Please note: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

SIGNATURES:		Signed at City, State Republish, TE Date 12-23-05
If not witnessing all signatures, Witness should		Proposed Insured #1 (age 15 or over)
sign next to the signature being witnessed.	•	Signed at City, State Date
		Proposed Insured #2 (age 15 or over) Signed at City, State Rehaboth, DE pate 12-24-05 Owner Louis Moore Louis Moore
$Q_{\mathcal{C}}$		Owner Clawiff Moral Against (If other than Proposed Insured) (If age 15 or over) If the Owner is a firm or corporation, include Officer's title with signature.
		Signed at City, StateDate
		Parent or Guardian (If Owner or Proposed Incured(s) is/are under 18, sign here if not signed above.) Signed at City, State Rehoboth, Date 12-24-05
		Witness to Signatures (Licensed Agent/Producer)
		Please print Agent/Producer name

	PART II: Paramedical/Medical Exam Case/Policy No.:
	Metropolitan Life Insurance Company Metropolitan Tower Life Insurance Company Metropolitan Tower Life Insurance Company Metropolitan Insurance and Annuity Company Metalife Investors USA Insurance Company
The	The Company indicated above is referred to as "the Company".
****	ment of the party to be examined only. Nothing hat the security of each amount of
٠.	Name of Proposed Insured: (Last, First, Middle) Moon, Dept R Date of Birth: (No./Day/Year)
2.	adjacos (use Avisticate date last smoked/used:
	Cigarette Smokeloss Tobacco Cigar/Pire Never Never
	Amoran Frequency Smokens Tobacco Clear/Pipe Patch/Qum Previously Smokens Tobacco His Clear History Tobacco Never Used Smokens History History Tobacco Never Used Smokens Never Used Smokens History Tobacco Never Used Smokens Nev
, 3 ,	Who is the doctor, practitioner, or health care facility who can give us the most complete and pit to date information concerning
	Name, full address and phone number
	10 7 1 20 20 20 1 1 0 000 645-2003
ľ	When was this doctor last policified by Way? Lewes, DE 19950
ŀ	What treatment was given as a red of the state of the sta
	Topics Ointment (Apout Mall Dintment varie): Dintro + het light
J	property and the consumption of 5 years. J. 6001 3X during the 500 1000
ا ا	the minor produces (e.g. 10/ds.)
	ft. / Vin. Pounds lost Pounds pained (pin reason)
). }	fave you EVER received treatment, attention, or advice from any physician, practitioner Details: List question number. Give: details; dates; duration; diagnosis:
Y	ou had: details; dates; duration; diagnosis; treatment; and doctors' names and
а	High blood pressure: cheet pain hand and the land and the
,	Asthma; pronchitis: emphysema: sleep page of the Yes Alle Yes Alle
	respiratory system in the ase of disorder of the lungs or
C,	Seizures; stroke: tarabusis Attheimer's discount of the property of the proper
	progressive neuroinginal disorder headshest disease;
(d)	Ulcers; colitis; henalitis; circhasis; or any other discovery and
1	disorder of: the liver, gallbladder: stomach; or intestines? Any disease or disorder of: the kidney; bladder; prostate; (any disease or disorder of: the kidney; bladder; prostate;
	sugar; albumin; blood or mis in the unity transmitted disease;
(1)	Diabetas; thyrold disorder; or any other endorring disorder?
(b)	Cancer; turnor; galve; or creet? Any disperse or disperse or joints?
	The land of the skin? Yes Wall of the skin. Yes Wa
je 1	
EO-13	-UZ - 7 7 1 8 6 7 7 7 1 5 m para state to the light

Page 1 EMEO-13-02

moon, benex &.

		Details (Continued):
	 i) Anemia; leukernia; or any other disorder of the blood or lymph glands? 	TYES KNO(3) RX Clescod up.
	Depression; stress; anxiety; or any other psychological or emotional disorder or symptoms?	Yes Kin problem
	k) Any disease or disorder of the eyes, ears, nose, or throat?	TYPES TOUR (D.) (D) Should a shipper !
в.	Are you now, or within the last six months, under observation or taking medication or treatment? (Including over the counter medications, vitamins, herbal supplements, etc.)	yes the gay barthart prophule
7.	Do you have any doctor's visits, medical care, or surgery scheduled?	TYES SENO LAME OXAS, QO, duling
8.	Other than the above, during the past five years have you had any:	welcell with the thing. The
	a) Checkup, electrocardiogram, chest x-ray; or medical test?	EVes DNO MAIN MARA
	b) Illness; injury; or health condition not revealed above; or have been recommended to have any; treatment; hospitalization; surgery; medical test; or medication?	Tyes King Million, July ment on DE
8.	Have you:	CHALL BUPICE WAS YET
	ever been diagnosed or treated by a member of the medical profession as having Acquired Immune Deficiency Syndrome (AIDS) or AIDS related Complex (ARC)?	eyes kno the called to those
	b) ever tested positive for the AIDS (HIV) virus or for antibodies to the AIDS (HIV) virus?	Elyes the weenery; no purhlems
10.	Have you ever used heroin, cocsine, barbiturates, or other drugs, except as prascribed by a physician or other licensed practitioner?	Elyes KNO WW Kiking X NR. 10 miles
	h) Have you ever received treatment from a physician or counselor regarding the use of alcohol, or the use of drugs except for medicinal purposes; or received treatment or advice from an organization that assists those who have an alcohol or drug problem?	Le Fine Rurie Kar. Smir-goal Drailes.
11.	Do you exercise? Xyes D No Type WKIAQ, KUNLLO	Surfriction often?
12.	Are you now prepnant? Yes No If "Yes" estimated date of de	livene? A A)A)
13.	Mas a parent or sibling of any person to be insured ever had; huart dise	ase; coronary artery disease; bioth
Ì	Relationship to	tate of Health (Specific Conditions) or Gausa of Death
1	Proposed Insured: Age(s) if Living Age(s) at Death	Altach additional sheet(s) if necessary.
1	tatte 62 YU	ellent Coulition
	mother 87 Y.O Ext	Collect Constition.
Į,	Sight 3XAD Exc	ellent (butshedge) (ordition
14.	a) Do you currently use amportal most equipment such as a wholey, w	BALLINAT, John W. CONTRACTOR SON TES MENO
ď	 Do you need any assistance or supervision with the following activit moving involt of a chair or bed, toileting, continence or taking medi 	tias nathirm drassing walking
nave o lhe	read the answers to questions 2-14 before signing. They have been cobest of my knowledge and belief. There are no exceptions to any such	prectly written, as given by me, and are true and complete answers other than as written.
	141/	Mo./Day/Year Signature of Proposed Insured
Ne	en Sheadid Rehoboth, DE /	(Parent or Guardian If under 16)
	1レスタン (人の)	

· -					
i		Proposed Insured;	Deret	Moore	
	Variable Life	Metropolitan Life	Insurance C	ompany	
:		This supplement will be att	ached to and becor	ne part of the application with wh	ich it is used.
i t	mportant nformation for he Owner - Please lead Carefully	designed to provide death	that may have signil benefit protection w	iate for time horizons of less than ficent short term surrender charge thile offering the potential for long significant liquidation of assets i	is. Variable Life Insurance is
		THE DEATH BENEFIT	MAY BE VARIAE	LE OR FIXED UNDER SPEC	IFIED CONDITIONS.
		THE CASH VALUE MA REDUCED TO ZERO, I INVESTMENT EXPERIE	N ACCORDANCI	DECREASE, EVEN TO THE WITH SEPARATE ACCOUN	EXTENT OF BEING VI
		THE COST OF INSURA CURRENTLY BEING CH CHARGE THE FULL M	IARGED ARE NO	THIS POLICY MAY CHANG OT GUARANTEED, AND TH ANTEED RATES.	GE. THE RATES E COMPANY MAY
		ILLUSTRATIONS OF BE ARE AVAILABLE UPOR	ENEFITS, INCLUI N REQUEST.	DING DEATH BENEFITS ANI	D CASH VALUES,
	wner's nformation	Tax bracket 40 %		et Worth \$ 2,500,60 personal residence, automobiles & r	
	:	☐ Certificate of Deposit — ☐ Money Markets ———	——years □Sto ——years □Bo	y and indicate your years of experiences years Mutual inds years	Fundsyears
		Is Owner(s) an associated po			☐ YES ☐ NO
	vestment	Investment Objective	Risk Tolerance		
To	bjective and Risk plerance	Indicate the investment objective for your policy's funding options.	Have you complete IF YES, please	ed the Asset Allocation Questions with application.	naire? (J YES (J NO
1/	$\cup N$, .	V "4 7 100	indicate risk taler, the investment of	nce below. (Choose only one) 8e jective and your risk tolerance for	sure it supports r this policy.
7		Capital Preservation	Conservative	☐ Conservative to Moderate	
		□ income	☐ Conservative	Conservative to Moderate	☐ Moderate
		☐ Growth & Income ☐ Growth	☐ Moderate	☐ Moderate to Aggressive	
		Aggressive Growth		☐ Moderate to Aggressive ☐ Moderate to Aggressive	☐ Aggressive ☐ Aggressive
		Capital Preservation	Caake income	stability with minimal risk.	LAN 13311E
		income	Seeks current inco	staulity with minimal risk.	
		Grawth & Income	 Seeks capital appre 	iation over long term combined wit	h current dividend income.
		Growth Aggressive Growth	Seeks Capital appr Seeks maximum c and/or higher risk	eciation over long term. apital appreciation over time by in securities.	nvesting in speculative

Continued

Optional Automated	PAGE 2 (cantinued)
Investment Strategies	
You may select ONLY ONE of the following:	If you are NOT electing any Automated Investment Strategies, please proceed to the investment Allocation Section on the next page.
□ Index Selector	Check only ONE of the categories below. MatLife will allocate 100% of your net premium based on the current allocation for the Index Selector Model you choose.
No other funding options can be selected when using this strategy,	☐ Conservative ☐ Conservative to Moderate ☐ Moderate ☐ Moderate to Aggressive ☐ Aggressive
	I understand that MetLife will allocate my in tial net payment and future net premiums based on the current allocation of the Index Selector Model I select, which my representative has shown me, for as long as I remain in this model. I-accept this current allocation and understand it may change at any time (after MetLifenotifies-me about the change). MetLife will rebalance the amount in the Index Divisions and the fixed Account each calendar quarter to match the applicable allocation percentages for that model.
☐ Equity Generator	Automatically transfers the current month's earnings from the Fixed Account into one of the following funding options each monthly anniversary.
A percent of premium must be allocated to the Fixed Account when this option is chosen.	Please indicate the funding option into which the transfers are to be made: MetLife Stock Index Portfolio BlackRock Aggressive Growth Portfolio
☐ Equalizer	Automatically rebalances the cash value in the Fixed Account and the funding option chosen below to a 50/50 split each calendar quarter.
A percent of premium must be allocated to the Fixed Account when this option is chosen.	Please indicate the funding option to be used for the Equalizer option: MetLife Stock Index Portfolio BlackRock Aggressive Growth Portfolio
☐ Rebalancer	Automatically rebalances the cash values in the funding options in the same proportion that the net premiums are then being allocated. Rebalancing occurs each calendar quarter.
CT Allocator A percent of premium must	Automatically transfers a set amount of money from the Fixed Account to any number of available funding options on each monthly anniversary. (Value of Fixed Account must be sufficient to ensure a minimum of three (3) consecutive monthly transfers.)
be allocated to the fixed Account when this option is chosen.	Please choose one of the following transfer options. Indicate the destination funding options and the dollar amount to be transferred to each in the Alloquitor column on the next page.
•	☐ Transfer \$ per menth until the Fixed Account is depleted.
	☐ Transfer \$ per month for months.
	🗇 Transfer a total of \$ over months in equal installments.
	The Allocator is a form of ciollar cost averaging. Dollar cost averaging does not assure a profit or protect against a loss in declining markets. It involves continuous investment in securities regardless of fluctuation in price levels. An investor should consider his/her ability to continue purchases in periods of low price levels.

Continued

	PAGE 3 (continued)					
Investment	Please select funding options that are appropriat	e for the RISK TOLERAN	CE and INVESTMENT OBJECTIVE .			
MIDEAGOR	indicated on the mot page of this foint. Joine for long operating the appropriate for more than the investment objective. For more complete information about a specific funding option, including charges and expenses, please read the prospectus carefully.					
	Indicate Initial Allocation in whole percentages; r	lust equal 100%.	Use this column only if you have chosen the option on previous page.			
Risk Level	Name	uitial Premium Allocation	Allocator			
Conservative	Fixed Account Salomon Brothers U.S. Government Portfolio	%	\$N/A			
Conservative to Moderate	BlackRock Bond Income Portfolia Lehman Brothers® Aggregate Bond Index Portfolio PIMCO Total Return Portfolio	20				
Moderate	Salomon Brothers Strategic Bond Opportunities Portfo Lord Abbett Bond Debenture Portfolio BlackRock Diversified Portfolio MFS Yotal Return Portfolio Nouberger Berman Real Estate Portfolio					
Moderate to Aggressive	American Funds Growth-Income Fund BlackRock Large Cap Value Portfolio Davis Venture Value Portfolio Fl Value Loaders Portfolio Harris Dakmark Large Cap Value Portfolio Harris Oakmark Large Cap Value Portfolio Neuberger Berman Mid Cap Value Portfolio BlackRock Investment Trust Portfolio Metitie Stock Index Portfolio MFS Investors Trust Portfolio BlackRock Strategic Value Portfolio Fl Mid Cap Opportunities Portfolio Met/AIM Mid Cap Core Equity Portfolio Met/AIM Mid Cap Stock Index Portfolio	1.6 10 10 10				
Aggressive	Fl international Stock Portfolio Hatris Oakmark International Portfolio MFS Research International Portfolio MFS Research International Portfolio Morgan Stanley EAFE® Index Portfolio Oppenheimer Global Equity Portfolio American Funds Growth Fund BlackRock Legacy Large Cap Growth Portfolio Janus Aggressive Growth Portfolio Jennisan Growth Portfolio Oppenheimer Capital Appreciation Portfolio J. Rowe Price Large Cap Growth Portfolio BlackRock Aggressivn Growth Portfolio J. Rowe Price Mid-Cap Growth Portfolio T. Rowe Price Mid-Cap Growth Portfolio Franklin Jempleton Small Cap Growth Portfolio Mot/AIM Small Cap Growth Portfolio T. Rowe Price Small Cap Growth Portfolio American Funds Global Small Capitalization Funds RCM Global Technology Portfolio					
Other Write in any available funds not listed above.	MetLife Conservative Allocation Portfolin MetLife Conservative to Moderate Allocation Portfolio MetLife Moderate Allocation Portfolio MetLife Moderate to Aggressive Allocation Portfolio MetLife Aggressive Allocation Portfolio					

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Questi

r ant	PAGE 4 (cantinued)					
ei Ons						
	1. I elect to have the monthly deduction from	the cash values taken as follows:				
	 From the Fixed Account only. Proportionately from the funding options based on the cash value in each at the time of the deduction. 					
	If you have chosen the Fixed Account, please pay the monthly charges, these charges will be on the cash value in each at the time of the c	la deducted proportionately from each funding	it cash value to ig option based			
	2. Have you received a prospectus for the po IF YES, please indicate:	icy applied for?	DYES DNO			
	Date of prospectus:		ノし			
	Date of any prospectus supplement package:					
	3. Did your agent/producer review your finan investment objectives prior to completing IF NO, please indicate on what basis this.	this application?	ŌYES □NO			
~	4. Do you understand that: A. The amount and duration of the death in on the policy's investment return, subject the subject in the policy's investment minimum cash and decrease depending on the policy's investment.	benefit may increase or decrease depending b any guarantees provided by the policy? alue and the cash value may increase or	Û YES () NO			
	Do you believe that this policy and the fun		O YES O NO			
	your insurance needs and financial objective	es?	☐ YES ☐ NO			
	6. If funding options selected do not reflect the please explain:	e risk tolerance on the first page of this form	ল,			

Amendment to Application for Inst	urance
Proposed Insured: DEREK B MOORE	No. 00Y151278
Date of Application: NOVEMBER 03, 2005	
l agree to these changes which the Company has a #01 SECTION 6 : PLAN - ZENITH FLEXIBLE : #03 SECTION 6 : PLANNED ANNUAL PREMI DEATH BENEFIT OPTION A #02 SECTION 2 MEDICAL : YES -PAGE 1 OF VARIABLE LIFE SUPPLEMENT :	UM YEAR I & RENEWAL \$33,603.54 A
Date:	:40
	Proposed Insured (Parent, if Insured under age 15)
Date:	MIM
	Applicant, if other than Proposed Insured

New England Life Insurance Company 501 Boylston Street, Boston, Massachusetts

President

Secretary



Amendments and Endorsements (To be made only by the Company)

Please notify the Company of any change in your name or address. The Company will communicate with you at your address on record with the Company.

New England Life Insurance Company 501 Boylston Street Boston, Massachusetts 02117

Flexible Premium Adjustable Variable Life Policy

- The Death Proceeds are payable at the death of the Insured, if the Insured dies before the Maturity Date and the Policy is in force.
- The Net Cash Value, if any, is payable on the Maturity Date, if the Insured is still living and the Policy is in force.
- The Policy can be adjusted by increasing or decreasing the Face Amount.
- The amount and frequency of premium payments can be changed.
- The Policy does not share in dividends.

copying Prohibited

Specialized Benefit Resources 485-B Route One South, 4th Floor Iselin, NJ 08830

MetLife

Bryan J. Baccaro Manager - Client Services

Registered Principal

(732) 602-4716 (732) 602-6456 FAX bbaccaro@metlife.com

11/26/2007

Dear Mr. Moore,

Re: New England Policy # 01y203173

This letter is to inform you of the problem with the recent bill that we sent to you from our MetLife office on 11/10/2007. We have sent this bill in error. We currently show your policy to have been fully funded according to the original illustration.

I apologize for any problems this matter may have caused. We are currently correcting our system to note that no further bill will be sent, and no further premium will be received.

Once again, thank you for your understanding, and please feel free to contact me with any questions.

Bryan Baccaro

Manager- Agency Distribution

Registered Principal

Specialized Benefit Resources

Metropolitan Life Insurance Company

485-B Route One South- 4th Floor

Iselin, NJ 08830

Phone: 732-602-4716

Fax: 732-602-6456 bbaccaro@metlife.com

Metropolitan Life Insurance Company(MLIC), New York, NY 10166. Securities offered by Met Life

Securities, Inc. (MSI) (FINRA/SIPC). MLIC and MSI are affiliates.

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EXHIBIT G

BRANCH/AGENCY 75K 001 DETACH 000

MetLife
MetLife Insurance Company USA

POLICY NUMBER: 216 002 437 USV

INSURED: DEREK B MOORE

FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE

Non-Participating

Flexible Premiums are payable during the lifetime of the Insured to the Maturity Date. The coverage provided by the Policy may be continued beyond the Maturity Date. If the Insured dies while the Policy is in force, we will pay the Policy Proceeds to the Beneficiary. We must receive proof satisfactory to us of the Insured's death. Any payment will be subject to all of the provisions of the Policy.

THE AMOUNT AND/OR DURATION OF THE DEATH BENEFIT MAY INCREASE OR DECREASE UNDER THE CONDITIONS DESCRIBED IN THE POLICY BENEFITS SECTION OF THE POLICY. THE POLICY'S CASH VALUE CAN VARY FROM DAY TO DAY. IT MAY INCREASE OR DECREASE, DEPENDING ON THE SEPARATE ACCOUNT INVESTMENT EXPERIENCE AND THE FIXED ACCOUNT INTEREST. SEE THE SEPARATE ACCOUNT CASH VALUE AND FIXED ACCOUNT CASH VALUE PROVISIONS FOR DETAILS.

RIGHT TO EXAMINE POLICY

Please read this Policy. You may return this Policy to us or to our representative through whom it was purchased within 10 days from the date you receive it. If you return it within this period, we will refund any premium paid and this Policy will be void from the start. If the Policy includes a Long-Term Care Accelerated Coverage Rider, please refer to the Right to Examine the Rider provision for return information.

This Policy is a legal contract between the Owner and MetLife Insurance Company USA. PLEASE READ YOUR CONTRACT CAREFULLY.

Signed for the Company at its Main Administrative Office, Warwick, RI 02887

President

Secretari

ALPHABETIC GUIDE TO YOUR POLICY

Section		Section	
4	Addition, Deletion or Substitution of	5	Loan and Loan Interest Repayments
	Investments	5	Loan Interest Charged
3	Allocation of Net Amount at Risk	1	Maturity Date
6	Allocation of Net Premiums	2	Maturity Benefit
3	Allocation of Partial Withdrawals	11	Minimum Payments under Payment Options
7	Annual Report	7	Misstatement of Age or Sex and Corrections
8	Assignments	3	Monthly Cost of Insurance
1	Attained Age	3	Monthly Cost of Insurance Rates
3	Basis of Computation	3	Monthly Coverage Expense Charge
8	Beneficiary	3	Monthly Deduction
3	Cash Surrender Value	3	Monthly Policy Charge
3	Cash Value	3	Mortality and Expense Risk Charge
3	Cash Value After the Maturity Date	3	Net Amount at Risk
	Change in Death Benefit Option	3	Net Investment Factor
2 2	Change in Face Amount	10	Other Frequencies and Options
8	Change of Owner or Beneficiary	8	Owner
9	Choice of Payment Options; Option Date	3	Partial Withdrawals
7	Claims of Creditors	9	Payee
7	Contract	9	Payment
3	Continuation of Insurance	6	Payment of Premiums
2	Continuation of the Policy Beyond the	6	Percent of Premium Charge
_	Maturity Date	1	Planned First Year Lump Sum
7	Conversion Right	1	Planned Premium
	Death Benefit Options	/i	Planned Premium Due Date
2 9	Death of Payee	2	Policy Changes
2	Definition of Life Insurance	1	Policy Date
1	Definitions	1	Policy Loan Balance
1	Designated Office	2	Policy Proceeds
8	Designation of Owner and Beneficiary	3	Postponement of Payments or Transfers
1	Excess Loan	6	Premium Tax Charge
6	Federal Tax Charge	6	Reinstatement
3	Fixed Account Cash Value	1	Requested Increase
3	Fixed Account Cash Value Guaranteed	8	Requests for Changes or Information
	Interest Rate	4	Separate Account
3	Fixed Account Partial Withdrawals	3	Separate Account Cash Value
	and Transfers	3	Separate Account Partial Withdrawals
6	Grace Period	10, 11	Single Life Income
6	Guaranteed Minimum Death Benefit	10	Single Life Income – 10 Year
7	Incontestability		Guaranteed Payment Period
7	Illustration of Benefits	7	Statements in Application
1	Insured	7	Suicide Exclusion
4	Investment Divisions	3	Surrender
1	Investment Start Date	3	Surrender Charge
1	Issue Age	4	Transfers
i	Issue Date	'	Unisex Basis
10, 11	Joint and Survivor Life Income	3	Value of Each Accumulation Unit
9	Life Income Options	3	Variable Accumulation Units
9	Limitations	1	We, Us and Our
5	Loans	1	You and Your
3	Loan Account Cash Value	6	Your Right to Change Allocation
5	Loan Account Cash Value	v	Town rught to Origingo Allocation

Additional Benefit Riders, Endorsements and Amendments, if any, and copies of the Application follow the final section.

POLICY SPECIFICATIONS

Insured DEREK B MOORE
Policy Number 216 002 437 USV
Policy Date JANUARY 14, 2016
Issue Date JANUARY 14, 2016
Maturity Date* JANUARY 14, 2102

Initial Face Amount \$5,000,000

Issue Age of Insured 35

ex MALE

Risk Classification PREFERRED SMOKER

Death Benefit Option A

Planned First Year Lump Sum \$0

Planned Annual Premium

Payable for 1 Year \$45,100.00 Payable for Years 2 through 13 \$45,100.00

Guaranteed Minimum Death Benefit Period Chosen To Age 65

Guaranteed Minimum Death Benefit Period Monthly

Premiums**

5 Years \$2,500.00 20 Years \$2,500.00 To Age 65 \$2,750.00

Policy Plan: Flexible Premium Variable Life Insurance

Benefits - As specified in Policy and in any Rider

Riders Face Amount Risk Classification

OVERLOAN PROTECTION RIDER

The Policy will stay in force during the Guaranteed Minimum Death Benefit Period (referred to as "Guaranteed Period") chosen in the Application if: premium in an amount that is at least equal to the Guaranteed Minimum Death Benefit Monthly Premium for that Guaranteed Period is paid by each monthly anniversary; no loans are taken; no partial withdrawals are made; and no cash value is paid to you to allow the Policy to continue to qualify as a life insurance contract. If no Guaranteed Period was chosen in the Application, we will test to determine whether the five year Guaranteed Period is in effect on each monthly anniversary. In order for a Guaranteed Period to be in effect, the premium requirement for that Guaranteed Period must have been satisfied for each policy month since the Policy Date. See the Guaranteed Minimum Death Benefit provision for a full description of the test made on each monthly anniversary.

^{*} It is possible that insurance coverage may not continue to the Maturity Date even if Planned Premiums are paid in a timely manner.

^{**} These premiums will be recalculated and shown on the Policy Specifications for Policy Change page if: any Policy changes are made; any riders are added or removed; there is a change in the Insured's risk classification; or there was a misstatement of age or sex in the Application.

POLICY SPECIFICATIONS (CONTINUED)

Minimum Face Amount \$100,000

Minimum Face Amount Decrease \$5,000.00

Minimum Face Amount Increase \$5,000.00

Maximum Percent Of Premium Charge 2.25% OF EACH PREMIUM PAID

Maximum Premium Tax Charge 2.00% OF EACH PREMIUM PAID

Maximum Federal Tax Charge 1.25% OF EACH PREMIUM PAID

Maximum Monthly Policy Charge #

Months 1-12 \$0.00

Months 13 & Later \$0.00

Maximum Monthly Coverage Expense Charge #

Years 1-8 0.1600 per \$1,000

Years 9 & Later 0.1600 per \$1,000

Maximum Monthly Mortality and Expense Risk Charge #

Percent of Cash Value in Separate Account

Years 1-10 0.066423464%

Years 11-19 0.029119983%

Years 20-29 0.016651408%

Years 30+ 0.004165712%

Minimum Loan and Partial Withdrawal Amount \$500.00

Maximum Number of Partial Withdrawals Per 12

Policy Year

Maximum Number of Transfers Per Policy Year 4

Basis of Computation Of Minimum Cash Values

Maximum Transfer Processing Charge \$25.00

Maximum Partial Withdrawal Charge \$25.00

Maximum Fee For Illustration Of Benefits \$25.00

7702 Table 2001 CSO ULTIMATE MORTALITY TABLE FOR A MALE

SMOKER, AGE NEAREST BIRTHDAY

2001 CSO ULTIMATE MORTALITY TABLE FOR A MALE SMOKER, AGE NEAREST BIRTHDAY

Monthly Discount Factor 1.00246630

If the Policy is reinstated, the period of lapse will not be used in determining the applicable charge on any day after Reinstatement.

POLICY SPECIFICATIONS (CONTINUED)

Loan Interest Rate Charged

Policy Years 1-10	4.0%
Policy Years 11 & Later	3.0%
Loan Interest Rate Credited	3.0%
Fixed Account Cash Value Guaranteed Interest Rate	3.0%
Fixed Account Maximum Allocation Percentage	100%
Fixed Account Maximum Withdrawal Percent Limit	25%
Separate Account	MetLife Variable Life Account A

Coverage will depend on: the amount, timing, and frequency of premium payments; current charges; investment experience of any Investment Divisions you chose, interest credited to any cash value for the Policy that is in the Fixed Account; transfers; Loans taken; partial withdrawals made; and the cost of additional benefits. The Planned Premium may need to be increased to keep the Policy in force.

The Policy will stay in effect after the Maturity Date as long as the Cash Surrender Value remains greater than zero. No charges will be taken on or after the Maturity Date.

Any changes to the Policy's non-guaranteed cost factors (Cost of Insurance Rates, and Policy and Expense charges) will be made only on a class basis and may only be based on changes in our future expectations as to mortality, investment earnings, taxes, expenses, and persistency. Changes will only be made according to procedures and standards filed, if required, with the insurance supervisory official of the state which governs the Policy. Credited interest may be changed at any time. All changes will be made on a prospective basis and will not recoup past losses or distribute past gains.

TABLE OF GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1,000

Insured:

DEREK B MOORE Policy Number:

216 002 437 USV

Date of Coverage:

JANUARY 14, 2016

Attained Age	Rate	Attained Age	Rate	Attained Age	Rate
35	0.1668	64	2.0564	93	24.5714
36	0.1760	65	2.2467	94	26.3018
37	0.1860	66	2.4305	95	28.2572
38	0.2002	67	2.6096	96	30.0200
39	0.2144	68	2.7985	97	31.9176
40	0.2311	69	2.9860	98	33.9666
41	0.2528	70	3.2136	99	36.1844
42	0.2779	71	3.4635	100	38.5895
43	0.3080	72	3.8044	101	40.4555
44	0.3439	73	4.1483	102	42.4670
45	0.3816	74	4.4970	103	44.6306
46	0.4167	75	4.9043	104	46.9669
47	0.4561	76	5.3399	105	50.0747
48	0.4779	77	5.8460	106	53.5074
49	0.5030	78	6.4345	107	57.3153
50	0.5390	79	7.1089	108	61.5547
51	0.5818	80	7.8347	109	66.3060
52	0.6405	81	8.6544	110	71.6576
53	0.7069	82	9.4890	111	77.7404
54	0.7900	83	10.3725	112	83,3333
55	0.8842	84	11.3432	113	83.3333
56	0.9802	85	12.4985	114	83.3333
57	1.0822	86	13.7804	115	83.3333
58	1.1624	87	15.1794	116	83.3333
59	1.2552	88	16.6738	117	83.3333
60	1.3677	89	18.2467	118	83.3333
61	1.5074	90	19.8800	119	83.3333
62	1.6762	91	21.3788	120	83.3333
63	1.8639	92	22.9344	121+	0.0000

SURRENDER CHARGE SCHEDULE

Insured:

W

DEREK B MOORE

Policy Number:

216 002 437 USV

Date of Coverage:

JANUARY 14, 2016

Beginning of Year*	Maximum Surrender Charge		
1	\$ 76,633.50		
2	76,633.50		
3	76,633.50		
4	75,782.00		
5	65,564.00		
6	55,771.79		
7	50,663.25		
8	45,128.50		
9	34,271.92	(
10	16,390.92		
11 & Later	0.00	1	

*Measured from the Date of Coverage. If the Policy is reinstated, the period of lapse will not be used in determining the applicable Surrender Charge on any day after Reinstatement.

A Surrender Charge may be deducted during the first 10 years after the Policy Date and after the Date of Coverage of each Requested Increase. During the surrender charge period, a Surrender Charge will apply: upon surrender; upon lapse; upon a partial withdrawal that decreases the Face Amount; upon a change in Death Benefit Option that decreases the Face Amount; and upon a requested decrease in Face Amount. The Maximum Surrender Charges for the portion of the Face Amount issued on the above Date of Coverage for the first policy month in years 1 through 10: are shown above; and when they decrease, they will decrease linearly (rounded to two decimal places) for other months in years 1 through 10. The Maximum Surrender Charges for each Requested Increase will be shown in a new Surrender Charge Schedule page. A proportionate Surrender Charge will be deducted for partial withdrawals, changes in Death Benefit Option that decrease the Face Amount, and for requested decreases in the Face Amount.

If the Surrender Charge of a rider made a part of the Policy is to be included for the purposes of determining the Surrender Charge applicable to the Policy, that rider will so indicate.

TABLE OF CORRIDOR FACTORS

Insured:

DEREK B MOORE

Policy Number:

216 002 437 US\

Date of Coverage:

JANUARY 14, 2016

Death Benefit Calculation Test:

GUIDELINE PREMIUM TEST

TABLE OF GUIDELINE PREMIUM CORRIDOR FACTORS

Attained Age	Factor	Attained Age	Factor	Attained Age	Factor
35	2.50000	64	1.22000	93	4 00000
36	2.50000	65	1.20000	94	1.02000
37	2.50000	66	1.19000	95	1.01000
38	2.50000	67	1.18000	96	1.01000 1.01000
39	2.50000	68	1.17000		A
40	2.50000	69	1.16000	97 98	1.01000 1.01000
41	2.43000	70	1.15000	99	1.01000
42	2.36000	71	1.13000	100	1.01000
43	2.29000	72	1.11000	101	1.01000
44	2.22000	73	1.09000	102	1.01000
45	2.15000	74	1.07000	103	1.01000
46	2.09000	75	1.05000	104	1.01000
47	2.03000	76	1.05000	105	1.01000
48	1.97000	77	1.05000	106	1.01000
49	1.91000	78	1.05000	107	1.01000
50	1.85000	79	1.05000	108	1.01000
51	1.78000	80	1.05000	109	1.01000
52	1.71000	81	1.05000	110	1.01000
53	1.64000	82	1.05000	111	1.01000
54	1.57000	83	1.05000	112	1.01000
55	1.50000	84	1.05000	113	1.01000
56	1.46000	85	1.05000	114	1.01000
57	1.42000	86	1.05000	115	1.01000
58	1.38000	87	1.05000	116	1.01000
59	1.34000	88	1.05000	117	1.01000
60	1.30000	89	1.05000	118	1.01000
61	1.28000	90	1.05000	119	1.01000
62	1.26000	91	1.04000	120	1.01000
63	1.24000	92	1.03000	121+	1.01000
				121 '	1.01000

1. DEFINITIONS

Application

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The application(s) for: the Policy; any riders that are made a part of the Policy; any Policy changes; and any changes, amendments, and supplements. A copy of the Application is attached to the Policy.

Attained Age

The Issue Age plus the number of completed policy years. This includes any period during which the Policy was lapsed.

Cash Value

Equal to the total of: the cash value in the Fixed Account; plus the cash value in the Investment Divisions; plus the cash value in the Loan Account. See the Cash Value provision for details.

Designated Office

Our Home Office or any other office we designate.

Excess Loan

An Excess Loan occurs when the Policy Loan Balance exceeds the Cash Value less any Surrender Charge.

Fixed Account

The Fixed Account is a part of our general account to which you may allocate Net Premiums and transfer amounts. It provides guarantees of principal and interest.

In Writing

In a written form satisfactory to Us and received at our Designated Office.

Insured

The person whose life is insured under the Policy. Shown on the Policy Specifications page.

Investment Division

A sub account of the Separate Account that invests in shares of an open-end management investment company or other pools of investment assets.

Investment Start Date

The date the first Net Premium is applied to the Policy. See the Allocation of Net Premiums provision for details on how the Net Premium is applied. This date will be the later of:

- 1. The Policy Date; and
- 2. The date we receive the first premium at our Designated Office.

Issue Age

The age of the Insured as of his or her birthday nearest to the Policy Date.

Issue Date

The date from which the contestable and suicide periods for the initial coverage are measured. It is shown on the Policy Specifications page.

Loan Account

The account to which we will transfer the amount of any Loan from the Fixed Account and the Investment Divisions.

Maturity Date

The policy anniversary on which the Insured is Attained Age 121.

Monthly Anniversary

The same date in each succeeding month as the Policy Date except that whenever the monthly anniversary falls on a date other than a Valuation Date, the monthly anniversary will be deemed the next Valuation Date. If any monthly anniversary would be the 29th, 30th, or 31st day of a month that does not have that number of days, then the monthly anniversary will be the last day of that month.

Net Premium

The Net Premium equals the premium paid minus: the Percent of Premium Charge; the Premium Tax Charge; and the Federal Tax Charge. The maximum charges are shown on the Policy Specifications page.

Planned First Year Lump Sum The Planned First Year Lump Sum is the amount of premium that you stated in the Application that you intend to pay as a lump sum by the first policy anniversary. This amount is shown on the Policy Specifications page.

Planned Premium

The Planned Premium is the amount you stated in the Application that you intend to pay as a premium on the Planned Premium Due Dates. This amount is shown on the Policy Specifications page. You may change this amount by making a request in Writing.

Planned Premium Due Date

The Planned Premium Due Date is based on the Policy Date and the mode in which you choose to pay premiums. If you pay premiums on an annual mode, it is the policy anniversary each year. If you pay premiums on other than an annual mode, it is the policy anniversary and each semi-annual, quarterly or monthly anniversary as applicable.

Policy Date

Policy years, months and anniversaries are all measured from the Policy Date. The Policy Date is shown on the Policy Specifications page.

Policy Loan Balance

The Policy Loan Balance at any time equals the outstanding Loans plus Loan Interest accrued to date.

Requested Increase

An increase in Face Amount that you applied for after the Issue Date.

SEC

The United States Securities and Exchange Commission.

Separate Account

A separate investment account created by us to receive and invest Net Premiums received for the Policy or other policies. The Separate Account is divided into subaccounts that correspond to the Investment Divisions.

Valuation Date

Each day that the New York Stock Exchange is open for trading and the SEC has not restricted trading or declared an emergency. Each Valuation Date ends at the close of regular trading on the New York Stock Exchange. There are no Valuation Dates applicable to the Policy prior to our receipt of the first premium payment.

Valuation Period

The period between the ends of two successive Valuation Dates. Net Premium allocations and requests for transfers, future allocation changes, Loans, partial withdrawals, and surrenders will take effect as of the end of the Valuation Period in which we receive the premium payment or the request in Writing.

You and Your

The Owner of the Policy.

In the Application the words "you" and "your" refer to the proposed insured person(s).

We, Us and Our

MetLife Insurance Company USA.

2. POLICY BENEFITS

Policy Proceeds

The Policy Proceeds are equal to:

- 1. The Death Benefit as described in the Death Benefit Options provision below; plus
- The Total Monthly Cost of Insurance for the portion of the policy month from the date of the Insured's death to the end of that policy month; less
- 3. Any Amount Due under a Grace Period provision as of the date of death; less
- 4. Any Policy Loan Balance.

Definition of Life Insurance

The Policy is intended to qualify as a life insurance contract under the Internal Revenue Code of 1986 as amended (referred to as "the Code") and any regulation or rulings by the Internal Revenue Service. The Code provides two Death Benefit Calculation Tests to determine whether the policy meets the definition of life insurance: the Guideline Premium Test; and the Cash Value Accumulation Test. The Test chosen in the Application cannot be changed. The Table of Corridor Factors page shows the Test chosen for the Policy.

Under both tests, the Death Benefit will not be less than: the Policy's Cash Value; times the applicable Attained Age Factor as shown on the Table of Corridor Factors page. If you chose the Guideline Premium Test, the Table shown on the Table of Corridor Factors page is the Table of Guideline Premium Corridor Factors. The Guideline Premium Corridor Factors are based on the percentages as currently described in Section 7702 of the Code. If you chose the Cash Value Accumulation Test, the Table shown on the Table of Corridor Factors page is the Table of Net Single Premium Corridor Factors.

In order to have the Policy continue to qualify as life insurance under applicable law, including the Code, we reserve the right to:

- 1. Restrict certain changes to the Policy, such as Death Benefit increases; and
- 2. Require the issuance of a new policy in connection with such changes; and
- 3. Make changes to the Policy.

We will give you written notice of any of the above actions.

Death Benefit Options

Prior to the Maturity Date, the Death Benefit depends upon the Death Benefit Option in effect on the date of the Insured's death. The Death Benefit Option in effect is shown on the Policy Specifications page or on the Policy Specifications for Policy Change page, if any.

Death Benefit Option A

The Death Benefit prior to the Maturity Date equals the greater of:

- 1. The Face Amount; and
- 2. The death benefit required by the Guideline Premium Test or the Cash Value Accumulation Test, depending on the Death Benefit Calculation Test chosen in the Application.

Death Benefit Option B

The Death Benefit prior to the Maturity Date equals the greater of:

- 1. The Face Amount plus the Cash Value on the date of death; and
- The death benefit required by the Guideline Premium Test or the Cash Value Accumulation Test, depending on the Death Benefit Calculation Test chosen in the Application.

Death Benefit Option C

Prior to the Insured's Attained Age 65, the Death Benefit equals the greater of:

- 1. The Face Amount plus the Cash Value on the date of death; and
- The death benefit required by the Guideline Premium Test or the Cash Value Accumulation Test, depending on the Death Benefit Calculation Test chosen in the Application.

Thereafter until the Maturity Date, the Death Benefit equals the greater of:

- 1. The Face Amount; and
- The death benefit required by the Guideline Premium Test or the Cash Value Accumulation Test, depending on the Death Benefit Calculation Test chosen in the Application.

The Face Amount of the Policy will be increased, if necessary, to equal the Death Benefit on the date the Insured becomes Attained Age 65.

If the Face Amount or Death Benefit of a rider made a part of the Policy is to be included for the purposes of calculating the Death Benefit under the above Options, that rider will so indicate.

Any time the Death Benefit minus the Cash Value is greater than the then current Face Amount, we reserve the right to distribute a portion of the Cash Value to you. The amount of the distribution will be the amount required to make the Death Benefit minus the Cash Value after the distribution equal to the then current Face Amount.

Maturity Benefit

If the Insured is living and the Policy is in force on the Maturity Date, you may choose to terminate the Policy and receive the Cash Surrender Value, if it is greater than zero, as a Maturity Benefit.

Continuation of the Policy Beyond the Maturity Date

For Death Benefit Options A and C, if the Cash Surrender Value is greater than zero and the Policy is in force on or after the Maturity Date, the Death Benefit will be the greater of:

- 1. The Face Amount on the date of the Insured's death; and
- 2. The Cash Value on the date of the Insured's death.

For Death Benefit Option B, if the Cash Surrender Value is greater than zero and the Policy is in force on or after the Maturity Date, the Death Benefit will be: the Face Amount on the date of the Insured's death; plus the Cash Value on the date of the Insured's death.

The Policy could lapse after the Maturity Date if there is an Excess Loan. (See the Cash Value, Loan and Loan Interest Repayments, and Grace Period provisions.)

If the Policy is in force on or after the Maturity Date: loans may be taken; and loan repayments, partial withdrawals and transfers may be made.

Please note: the Policy may not qualify as a life insurance contract under the Code on or after the Maturity Date and may be subject to tax consequences. Please consult a tax advisor prior to continuing the Policy beyond its Maturity Date.

Policy Changes

You may request policy changes at any time unless we have stated otherwise in the Policy. We reserve the right to not allow a change in the first policy year and to permit only one change per policy year. The types of changes allowed are explained below.

No change will be made that would result in the Policy not meeting the definition of life insurance under Section 7702 of the Code or any applicable successor provision.

Change In Face Amount

You can change the Face Amount by sending us a request in Writing.

Each requested decrease in Face Amount will be subject to the following:

- The decrease will take effect on the monthly anniversary on or next following our receipt
 of the request at our Designated Office.
- The decrease will reduce the Face Amount in the following order, unless you request a different order in Writing, and unless any rider made a part of the Policy states otherwise:
 - Each Requested Increase in succession, starting with the most recent increase; and then
 - b. The remaining Initial Face Amount (excluding any increase in Face Amount resulting from a change in Death Benefit Option); and then
 - c. Any increase in Face Amount resulting from a change in Death Benefit Option.
- 3. The Face Amount after the requested decrease may not be less than the Minimum Face Amount shown on the Policy Specifications page.
- The decrease must be at least equal to the Minimum Face Amount Decrease shown on the Policy Specifications page.
- 5. If the decrease is made during the 12 months following the Policy Date, we will deduct from the Cash Value a portion of the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period associated with the Initial Face Amount. This portion will be the ratio of the amount of the decrease to the Initial Face Amount times the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period.
- 6. If the decrease (including decreases resulting from a change in Death Benefit Option) is made during the 12 months following the Date of Coverage of any Requested Increase we will deduct from the Cash Value a portion of the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period associated with that increase. This portion will be the ratio of the amount of the decrease to the Face Amount increase times the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period.
- 7. A Surrender Charge may apply to the decrease in Face Amount as explained in the Surrender Charge Schedule. This Surrender Charge will be allocated among the Fixed Account and each Investment Division based on the proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account.
- 8. The requested decrease in Face Amount may require a decrease in amounts provided by any riders made a part of the Policy.

Each Requested Increase will be subject to the following:

- We must receive proof satisfactory to us that the Insured is insurable by our standards on the date of the Requested Increase.
- The increase will take effect on the monthly anniversary on or next following our approval of the Requested Increase.
- 3. The increase will be at the risk classification for which the Insured then qualifies.
- The increase must be at least equal to the Minimum Face Amount Increase shown on the Policy Specifications page.
- 5. New insurance must be available under our underwriting rules on the same plan at the age of the Insured on the date of the request.
- 6. The total Face Amount after the increase cannot be greater than our published maximums. We will amend the Policy to show the Date of Coverage for the change in Face Amount.

Change in Death Benefit Option

After the first policy year and prior to the Maturity Date, you may request a change to the Death Benefit Option. Proof that the Insured is insurable by our standards on the date of the change may be required. The effective date of the change will be the monthly anniversary on or next following the date we receive your request In Writing. On the effective date of this change the Death Benefit payable will not change, but the Face Amount may change. Changes are allowed as follows:

 Change from Death Benefit Option A to: Death Benefit Option B; or to Death Benefit Option C on or prior to Attained Age 60.

The Face Amount of the Policy will be decreased, if necessary, to equal the Death Benefit minus the Cash Value on the effective date of the change. This change may not be made if it would result in a Face Amount for the Policy that is less than the Minimum Face Amount shown on the Policy Specifications page. A Surrender Charge will apply to any decrease in the Face Amount of the Policy as explained in the Surrender Charge Schedule.

The decrease will reduce the Face Amount in the following order, unless any rider made a part of the Policy states otherwise:

- Each Requested Increase in succession, starting with the most recent increase; and then
- b. The remaining Initial Face Amount; and then
- c. Any increase in Face Amount resulting from a change in Death Benefit Option.

A decrease in Face Amount may require a decrease in amounts provided by any riders made a part of the Policy.

 Change from Death Benefit Option B to: Death Benefit Option A; or to Death Benefit Option C on or prior to Attained Age 60.

The Face Amount of the Policy will be increased, if necessary, to equal the Death Benefit on the effective date of the change.

3. Change from Death Benefit Option C to Death Benefit Option A.

If this change is made on or prior to Attained Age 65, the Face Amount of the Policy will be increased, if necessary, to equal the Death Benefit on the effective date of the change.

If this change is made after Attained Age 65, the Face Amount will not change.

Change from Death Benefit Option C to Death Benefit Option B.

If this change is made on or prior to Attained Age 65, the Face Amount will not change.

If this change is made after Attained Age 65, the Face Amount of the Policy will be decreased, if necessary, to equal the Death Benefit minus the Cash Value on the effective date of the change. This change may not be made if it would result in a Face Amount for the Policy that is less than the Minimum Face Amount shown on the Policy Specifications page. A Surrender Charge may apply to any decrease in the Face Amount of the Policy as explained in the Surrender Charge Schedule.

The decrease will reduce the Face Amount in the following order, unless any rider made a part of the Policy states otherwise:

- Each Requested Increase in succession, starting with the most recent increase; and then
- b. The remaining Initial Face Amount (which includes any increase in Face Amount resulting from a change in Death Benefit Option.

A decrease in Face Amount may require a decrease in amounts provided by any riders made a part of the Policy.

3. CASH VALUES

Cash Value

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The Cash Value of the Policy equals the total of the values in the Fixed Account, the Separate Account and the Loan Account, and is described below. You may access the Cash Value by taking a loan, making a partial withdrawal, or surrendering the Policy.

Fixed Account Cash Value Guaranteed Interest Rate

The interest credited to the cash value in the Fixed Account for a specific day will be at an effective annual rate not less than the Fixed Account Cash Value Guaranteed Interest Rate shown on the Policy Specifications page.

Fixed Account Cash Value

The cash value in the Fixed Account on the Investment Start Date equals: the portion of the initial Net Premium received and allocated to the Fixed Account; less the portion of the Monthly Deductions due from the Policy Date through the Investment Start Date, if any, charged to the Fixed Account.

The cash value in the Fixed Account on any day after the Investment Start Date equals:

- The cash value in the Fixed Account on the preceding Valuation Date, with interest on such value at the current rate; plus
- Any portion of Net Premium received and allocated to the Fixed Account on that day; plus
- 3. Any amounts transferred to the Fixed Account on that day; plus
- 4. Any loan repayments allocated to the Fixed Account on that day; plus
- 5. That portion of any interest credited on an outstanding Loan which is allocated to the Fixed Account on that day;

Less:

- 1. Any amount transferred from the Fixed Account to the Investment Divisions on that day;
- 2. Any partial withdrawal from the Fixed Account on that day;
- 3. Any portion of a Transfer Processing Charge taken from the Fixed Account;
- Any portion of the Surrender Charge taken on that day due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Fixed Account;
- Any portion of the unpaid Monthly Coverage Expense Charges taken on that day due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Fixed Account;
- 6. Any amount transferred from the Fixed Account to the Loan Account on that day;
- 7. If that day is a monthly anniversary, the portion of the Monthly Deduction charged to the Fixed Account to cover the policy month that starts on that day.

The cash value in the Fixed Account can be negative. Interest will not be charged on negative cash value.

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Separate Account Cash Value

The cash value in each Investment Division on the Investment Start Date equals: the portion of the initial Net Premium received and allocated to the Investment Division; less the portion of the Monthly Deductions due from the Policy Date through the Investment Start Date, if any, charged to the Investment Division.

The cash value in each Investment Division on any day after the Investment Start Date equals:

- The cash value in the Investment Division on the preceding Valuation Date times that Investment Division's Net Investment Factor for the current Valuation Period; plus
- Any portion of Net Premium received and allocated to the Investment Division on that day; plus
- Any amounts transferred to the Investment Division from the Fixed Account or from another Investment Division during the current Valuation Period; plus
- Any loan repayments allocated to the Investment Division during the current Valuation Period; plus
- That portion of any interest credited on an outstanding Loan which is allocated to the Investment Division during the current Valuation Period;

Less:

- Any amounts transferred from the Investment Division during the current Valuation Period:
- Any partial withdrawal from the Investment Division during the current Valuation Period:
- 3. Any portion of a Transfer Processing Charge taken from the Investment Division;
- Any portion of the Surrender Charge incurred during the current Valuation Period due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Investment Division;
- Any portion of the unpaid Monthly Coverage Expense Charges taken during the current Valuation Period due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Investment Division;
- Any amount transferred from the Investment Division to the Loan Account during the current Valuation Period;
- If a monthly anniversary occurs during the current Valuation Period, the portion of the Monthly Deduction charged to the Investment Division during the current Valuation Period to cover the policy month that starts during that Valuation Period.

The cash value in an Investment Division can be negative. Interest will not be charged on negative cash value.

Variable Accumulation Units

At the end of a Valuation Date, the current market value of an Investment Division is determined by multiplying that Investment Division's accumulation unit value times the number of Investment Division accumulation units held under the Policy.

The number of Investment Division accumulation units will increase when:

- 1. Any portion of a Net Premium is allocated to that Investment Division;
- 2. Amounts are transferred to that Investment Division; or
- 3. Loans are repaid and credited to that Investment Division.

The number of Investment Division accumulation units will decrease when:

- 1. Any portion of the Monthly Deduction is deducted from that Investment Division;
- A Loan is taken from that Investment Division;
- An amount is transferred from that Investment Division;
- 4. A Transfer Processing Charge is taken from that Investment Division;
- 5. A Surrender Charge is taken from that Investment Division;
- 6. A partial withdrawal is taken from that Investment Division; or
- 7. Any portion of the Coverage Expense Charge is taken from that Investment Division due to a decrease in Face Amount attributable to that Investment Division.

Value of Each Accumulation Unit

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The value of an accumulation unit may increase or decrease from one Valuation Period to the next. For any Valuation Period, the value equals 1. times 2., where:

- 1. Equals the value of an accumulation unit for the prior Valuation Period; and
- Equals the Net Investment Factor for that Investment Division for the current Valuation Period.

Net Investment Factor

The Net Investment Factor measures the investment performance of an Investment Division during a Valuation Period. The Net Investment Factor for each Investment Division for a Valuation Period is equal to:

- 1. The value of the assets at the end of the preceding Valuation Period; plus
- The investment income and capital gains---realized or unrealized---credited to the assets during the Valuation Period for which the Net Investment Factor is being determined; less
- The capital losses---realized or unrealized---charged against the assets during the Valuation Period; less
- 4. Any amount charged against the Investment Division for taxes, including any tax or other economic burden resulting from the application of tax laws that we determine to be properly attributable to the Investment Division, or any amount we set aside during the Valuation Period as a reserve for taxes attributable to the operation or maintenance of the Investment Division; divided by
- The value of the assets at the end of the preceding Valuation Period.

Loan Account Cash Value

The cash value in the Loan Account as of the Investment Start Date equals the amount transferred into the Loan Account on that day.

The cash value in the Loan Account on any day after the Investment Start Date is equal to:

- The cash value in the Loan Account on the preceding Valuation Date, with interest at the Loan Interest Rate Credited; plus
- 2. Any amount transferred to the Loan Account from the Fixed Account on that day; plus
- Any amount transferred to the Loan Account from the Investment Divisions on that day; plus
- 4. If that day is a policy anniversary, an amount due to cover the Loan Interest if not paid by you; less
- 5. Any amount transferred from the Loan Account to the Fixed Account on that day; less
- 6. Any amount transferred from the Loan Account to the Investment Divisions on that day.

Cash Value After the Maturity Date

If the Policy is continued beyond the Maturity Date, the Cash Value of the Policy on and after the Maturity Date will be determined in the same manner as described above, except there will be no Monthly Deductions taken. Premiums cannot be paid on or after the Maturity Date, except for payments required under a Grace Period due to an Excess Loan.

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Monthly Deduction

The Monthly Deduction for the following month is deducted on the monthly anniversary; and equals the sum of:

- 1. The Total Monthly Cost of Insurance; plus
- 2. The Monthly Mortality and Expense Risk Charge; plus
- 3. The Monthly Coverage Expense Charge; plus
- 4. The Monthly Policy Charge: plus
- The monthly costs for riders made a part of the Policy, unless otherwise stated in a rider.

The Monthly Deduction for a policy month will be taken from the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account on the monthly anniversary. However, at any time you can choose In Writing to have Monthly Deductions allocated to:

- The Fixed Account or to a specific Investment Division until the cash value in the Fixed Account or that Investment Division is insufficient to cover the entire Monthly Deduction; and then
- 2. To the Fixed Account and the remaining Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account on the monthly anniversary.

You can change the Monthly Deduction allocation by making a request In Writing.

There will be no Monthly Deduction taken on or after the Maturity Date.

Monthly Cost of Insurance

The Monthly Cost of Insurance for the following month is charged as part of the Monthly Deduction and is included in the Total Monthly Cost of Insurance. The Total Monthly Cost of Insurance equals:

- The Net Amount at Risk allocated to the remaining Initial Face Amount (which includes any increase in Face Amount resulting from a change in Death Benefit Option) times the Monthly Cost of Insurance Rate for the Initial Face Amount, divided by 1,000; plus
- 2. If you request any increases in Face Amount, the Net Amount at Risk allocated to each Requested Increase times the Monthly Cost of Insurance Rate for each increase in Face Amount, divided by 1,000.

Net Amount at Risk

The Net Amount at Risk equals:

- 1. For Death Benefit Option A, and for Death Benefit Option C on and after Age 65:
 - a. The greater of: the Face Amount divided by the Monthly Discount Factor shown on the Policy Specifications page; and the Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month times the applicable Attained Age Factor shown in the Table of Corridor Factors; less
 - The Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month.
- 2. For Death Benefit Option B, and for Death Benefit Option C prior to Age 65:
 - a. The greater of: the Face Amount divided by the Monthly Discount Factor shown on the Policy Specifications page, plus the Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month; and the Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month times the applicable Attained Age Factor shown in the Table of Corridor Factors; less
 - b. The Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month.

If the Face Amount or Death Benefit of a rider made a part of the Policy is to be included for the purposes of calculating the Net Amount at Risk under the Death Benefit Options, that rider will so indicate.

The Cash Value used in the Net Amount at Risk calculation will not be less than zero.

Allocation of Net Amount at Risk

The Net Amount at Risk will be allocated to the coverages in the following order:

- Each increase in Face Amount in succession, starting with the most recent increase; and then
- To the coverage provided by the remaining Initial Face Amount (which includes any increase in Face Amount resulting from a change in Death Benefit Option).

If the Allocation of Net Amount at Risk is affected by a rider made a part of the Policy, that rider will so indicate.

Monthly Cost of Insurance Rates

At the start of each coverage year, the Monthly Cost of Insurance Rate is calculated for the remaining Initial Face Amount (which includes any increase in Face Amount resulting from a Death Benefit Option Change) and for each Requested Increase. The Monthly Cost of Insurance Rate for each portion of coverage is based on the issue age, risk classification, sex and completed years from the Policy Date for the Initial Face Amount and from the Date of Coverage for each Requested Increase. If the Death Benefit equals a percentage of the Cash Value, any increase in Cash Value will cause an automatic increase in the Death Benefit. The risk classification for such increase will be the same as that used for the most recent Requested Increase, excluding any riders, which required proof that the Insured was insurable by our standards.

The Monthly Cost of Insurance Rates for each portion of coverage will never exceed the rates shown on the Table of Guaranteed Maximum Monthly Cost of Insurance Rates page for that coverage. Any change in the cost of insurance rates will apply to all persons of the same age, sex, and risk classification whose coverage has been in force for the same length of time.

Monthly Coverage Expense Charge

The Policy's Monthly Coverage Expense Charge equals the total of these charges for the Initial Face Amount and for all Requested Increases. The Charge for each portion of coverage equals: the Face Amount of the Policy (excluding any increase in Face Amount resulting from a Death Benefit Option change) or the amount of an increase; times its Monthly Coverage Expense Charge rate for the applicable year; divided by 1,000. The Maximum Monthly Coverage Expense Charge is shown on the Policy Specifications page. A separate Maximum Monthly Coverage Expense Charge will apply to each Requested Increase.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Monthly Coverage Expense Charge on any day after Reinstatement.

Monthly Policy Charge

The Monthly Policy Charge will never exceed the amount shown on the Policy Specifications page.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Monthly Policy Charge on any day after Reinstatement.

Mortality and Expense Risk Charge

The Mortality and Expense Risk Charge will be calculated on each monthly anniversary and will not exceed the Maximum Mortality and Expense Risk Charge shown on the Policy Specifications page times the cash value in the Separate Account at the start of the current monthly anniversary. If the cash value in the Separate Account is negative on a monthly anniversary, the Mortality and Expense Risk Charge will not be deducted for that month.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Mortality and Expense Risk Charge on any day after Reinstatement.

Cash Surrender Value

The Cash Surrender Value of the Policy equals the Cash Value at the time of surrender, less:

- 1. Any Policy Loan Balance;
- Any unpaid Monthly Coverage Expense Charges and Monthly Policy Charges due for 2. the remainder of the first policy year;

- Any unpaid Monthly Coverage Expense Charges and Monthly Policy Charges due for 3. the remainder of the 12-month period following the Date of Coverage of a Requested
- 4. Any unpaid Monthly Coverage Expense Charges and Monthly Policy Charges due for the remainder of the 12-month period following the Issue Date of any rider made a part of the Policy if that rider so states;
- 5. Any Surrender Charge.

Surrender

You may surrender the Policy for its Cash Surrender Value during the lifetime of the Insured. We will determine the Cash Surrender Value as of the date we receive your request in Writing. The Cash Surrender Value will be paid to you in one sum or placed in an account that earns interest unless you choose in Writing to apply all or part of the proceeds to a Payment Option. (See the Payment Options section).

The Policy will terminate on the monthly anniversary on or next following the date of surrender. The Cash Surrender Value will not be reduced by the Total Monthly Cost of Insurance due on that date for a subsequent policy month.

If the Insured dies on or after the date of surrender and before the termination of the Policy: the surrender will be reversed; and the Cash Surrender Value paid to you will be processed as a Loan. Therefore, the Cash Surrender Value paid to you will be deducted from the Policy Proceeds. (See the Policy Proceeds provision.)

Partial Withdrawals

After the first policy year and subject to the conditions below, you may make a request In Writing for a partial withdrawal from the Cash Surrender Value.

We reserve the right to limit the total amount you may withdraw to 90% of the Cash Surrender Value. See the Allocation of Partial Withdrawals, Fixed Account Partial Withdrawals and Separate Account Partial Withdrawals provisions below for additional limits we may impose on

The amount of your partial withdrawal request at any one time must be at least the Minimum Loan and Partial Withdrawal Amount shown on the Policy Specifications page.

No partial withdrawal will be processed which would:

- Reduce the Cash Surrender Value to less than an amount that would cover two 1. Monthly Deductions; or
- 2. Result in the Face Amount, excluding riders, being less than the Minimum Face Amount shown on the Policy Specifications page; or
- 3. Disqualify the Policy as life insurance under the Code and any interpretive regulation or rulings by the Internal Revenue Service.

In each policy year after the first, you may make up to the Maximum Number of Partial Withdrawals shown on the Policy Specifications page as long as the total withdrawal amount (see the first paragraph of this provision) is not exceeded, except with our consent. We reserve the right to change the minimum amounts or the maximum number of partial withdrawals. We also may assess a transaction charge for a withdrawal, not to exceed the Maximum Partial Withdrawal Charge shown on the Policy Specifications page.

The Death Benefit of the Policy will be based on the Face Amount after the partial withdrawal and the reduced Cash Value. The Face Amount of the Policy will be decreased, if necessary, such that the Net Amount at Risk after the partial withdrawal is not greater than the Net Amount at Risk before the partial withdrawal.

The Face Amount will be decreased in the following order, unless any rider made a part of the Policy states otherwise:

- Each Requested Increase in succession, starting with the most recent increase; and then
- 2. The remaining Initial Face Amount; and then
- 3. Any increase in Face Amount resulting from a change in Death Benefit Option.

If a decrease in Face Amount requires a decrease in the amounts provided by any riders made a part of the Policy, that rider will so indicate.

A Surrender Charge may apply if the Face Amount is decreased as a result of a partial withdrawal.

Allocation of Partial Withdrawals

Subject to the conditions below, partial withdrawals will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value less the cash value in the Loan Account on the date of the partial withdrawal. If the Fixed Account conditions will not allow this proportionate allocation, we will request that you specify an acceptable allocation.

Fixed Account Partial Withdrawals and Transfers

Except with our consent, partial withdrawals and transfers from the Fixed Account can be made once within 30 days after each policy anniversary. The maximum amount of all partial withdrawals and transfers from the Fixed Account in a policy year will, except with our consent, be the greater of 1, and 2, where:

- Equals the portion of the Cash Surrender Value in the Fixed Account at the start of that policy year times the Fixed Account Maximum Withdrawal Percentage Limit, as shown on the Policy Specifications page.
- 2. Equals the previous year's Fixed Account Maximum withdrawal amount.

However, if less than \$50 would remain in the Fixed Account after the withdrawal, you can withdraw the entire portion of the Cash Surrender Value in the Fixed Account.

Separate Account Partial Withdrawals

The maximum amount of a partial withdrawal from any one of the Investment Divisions will be the lesser of 1. and 2., where:

- 1. Equals 90% of the portion of the Cash Surrender Value in that Investment Division at the start of that policy year.
- Equals the amount required to keep the Face Amount, excluding riders, from being less than the Minimum Face Amount.

Surrender Charge

During the surrender charge period, a Surrender Charge will apply: upon surrender; upon lapse; upon a partial withdrawal that decreases the Face Amount; upon a change in Death Benefit Option that decreases the Face Amount; and upon a requested decrease in Face Amount. However, in each policy year you can take partial withdrawals equal to 10% without a Surrender Charge. For example, if you take a partial withdrawal of 6% of the Cash Surrender Value, you can take another 4% of the then current Cash Surrender Value in that policy year without a Surrender Charge, and then Surrender Charges will apply to any future withdrawals in that policy year.

A Surrender Charge will be applied:

- First, with respect to each Requested Increase in succession and the number of months from the Date of Coverage for that increase, starting with the most recent increase; and then
- With respect to the Initial Face Amount (excluding any increase in Face Amount resulting from a Death Benefit Option change) and the number of months from the Policy Date.

The Maximum Surrender Charges for the Initial Face Amount and for any Requested Increase are shown on the Surrender Charge Schedule page for the respective coverage.

A Surrender Charge will apply to any decrease in Face Amount during the surrender charge period. The amount of Surrender Charge applied because of a decrease in Face Amount is defined on the Surrender Charge Schedule page for the portion of the Face Amount being decreased. The Surrender Charge for a decrease in Face Amount is deducted from the Cash Value on the effective date of the decrease.

The Surrender Charge will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value less the cash value in the Loan Account. If a Surrender Charge is imposed due to a partial withdrawal, it will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the partial withdrawal was allocated among the Fixed Account and the Investment Divisions.

If the Surrender Charge of a rider made a part of the Policy is to be included for the purposes of determining the Surrender Charge applicable to the Policy, that rider will so indicate.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Surrender Charge on any date after Reinstatement.

Continuation of Insurance

If all premium payments cease and the Guaranteed Minimum Death Benefit provision is not in effect, the insurance provided under the Policy, including benefits provided by any rider made a part of the Policy, will continue in accordance with the provisions of the Policy for as long as the Cash Surrender Value is sufficient to cover the Monthly Deductions. (See the Grace Period provision.)

Postponement of Payments or Transfers

We will usually pay any amounts payable on Loans, surrenders or partial withdrawals allocated to the Investment Divisions within seven days after we receive the request In Writing. We will usually pay any Death Benefit proceeds within seven days after we receive due proof of claim. Payment of any amount payable from the Investment Divisions on Loans (except when used to pay premiums on policies issued by us), surrenders, partial withdrawals or death may be postponed whenever:

 The New York Stock Exchange is closed (other than customary weekend and holiday closing) or trading on the New York Stock Exchange is restricted as determined by the SEC:

- 2. The SEC, by order, permits postponement for the protection of policy owners; or
- An emergency exists as determined by the SEC, as a result of which disposal of securities is not reasonably practicable or it is not reasonably practicable to determine the value of the net assets of the Separate Account.

Transfers may also be postponed under the circumstances listed above.

We may defer payment of the portion of any amount payable from the Fixed Account on surrender or partial withdrawals for not more than six months. If we defer payment for 30 days or more, we will pay interest, if required by law, at a rate at least equal to the minimum required by the state governing the Policy.

We may defer payment of the portion of any Loan from the Fixed Account for not more than six months, except for payment of premiums to us.

Basis of Computation

The minimum cash values in the Fixed Account are based on:

- The Basis of Computation of Minimum Cash Values table shown on the Policy Specifications page and any Policy Specifications for Policy Change page; and
- Compound interest at an annual rate of not less than the Fixed Account Cash Value Guaranteed Interest Rate shown on the Policy Specifications page.

All values are at least equal to those required by any applicable law of the state that governs the Policy. We have filed a detailed statement, if required, of the method of calculating cash values and reserves with the insurance supervisory official of that state.

4. SEPARATE ACCOUNT PROVISIONS AND TRANSFERS

Separate Account

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The variable benefits under the Policy are provided through investments in the Separate Account. This account is used for flexible premium variable life insurance policies and, if permitted by law, may be used for other policies or contracts as well.

We hold the assets of the Separate Account. These assets are held separately from the assets held in our general account (which includes the Fixed Account). Income, gains and losses—whether or not realized—from assets allocated to the Separate Account will be credited to or charged against the Separate Account without regard to our other income, gains or losses.

The portion of the assets held in the Separate Account equal to the reserves and other policy liabilities with respect to the Separate Account will not be charged with liabilities that arise from any other business we may conduct. We have the right to transfer to our general account any assets of the Separate Account that exceed the reserves and other policy liabilities of the Separate Account.

The Separate Account is registered with the Securities and Exchange Commission as a unit investment trust under the Investment Company Act of 1940. The Separate Account is also subject to the laws of the state of Delaware. To the extent required by law, the investment policy of the Separate Account will not be changed without the approval of the Insurance Commissioner of the State of Delaware. If required, the approval process is on file with the insurance supervisory official of the state that governs the Policy.

Investment Divisions

The Separate Account has multiple Investment Divisions. The Investment Divisions invest in shares of registered investment companies or other pools of investment assets.

Income, gains and losses---whether or not realized---from the assets of each Investment Division are credited to or charged against that Investment Division without regard to income, gains or losses in other Investment Divisions or in the Fixed Account.

We will value the assets of each Investment Division at the end of each Valuation Period.

The values and benefits of the Policy depend on: the investment performance of the Investment Divisions; and the interest credited to the Fixed Account. We do not guarantee the investment performance of the Investment Divisions. You bear the investment risk for amounts invested in the Investment Divisions for the Policy.

Addition, Deletion or Substitution of Investment Divisions

As permitted by law, we can add or remove shares of a fund that are held by the Separate Account or that the Separate Account may purchase. When a change is made, we will send you: a prospectus supplement or a revised prospectus for the Separate Account which will describe all of the funds then available for the Policy in the Separate Account or its successor or any other investment company in which the Separate Account is invested; and any notice required by law.

When shares of a fund are removed, we have the right to substitute a different fund in which the Investment Division will then invest:

- 1. The value of the removed shares of the fund; and
- 2. Future net premiums applied to that Investment Division.

The investment policy of the Separate Account will not be changed unless the change has been approved by the Insurance Commissioner of the State of Delaware, if required. We have filed a statement of the approval process with the insurance supervisory official of the state that governs the Policy, to the extent required by law.

Transfers

If the Policy is in force and you have not exercised your Conversion Right, 20 days after the initial Net Premium is applied to the Policy, you may transfer amounts as follows:

- 1. Between the Fixed Account and the Investment Divisions; and
- 2. Among the Investment Divisions.

These transfers will be subject to the following conditions:

- 1. We must receive a request for transfer In Writing.
- The transfer request must be expressed as a dollar amount or as a percentage in whole numbers.
- The minimum amount of the transfer must be equal to the lesser of \$50 or the total amount the Fixed Account or Investment Division that the transfer is being made from.
- We may impose a charge for each transfer not to exceed the Maximum Transfer Processing Charge shown on the Policy Specifications page.
- We reserve the right to limit the number of transfers in each policy year to the Maximum Number of Transfers per Policy Year shown on the Policy Specifications page.
- 6. The maximum amount of all transfers and partial withdrawals from the Fixed Account (the Fixed Account Maximum) in any policy year will be the greater of a. and b., where:
 - Equals the portion of the Cash Surrender Value in the Fixed Account at the start of that policy year, times the Fixed Account Maximum Withdrawal Percent Limit shown on the Policy Specifications page; and
 - b. Equals the previous policy year's Fixed Account Maximum withdrawal amount.

However, if less than \$50 would remain in the Fixed Account after the transfer, you can transfer the remainder to the Investment Divisions.

The Fixed Account cash value immediately after any transfer to the Fixed Account cannot exceed c. times d., where:

- c. Equals the Fixed Account cash value plus the Separate Account cash value; and
- d. Is the Fixed Account Maximum Allocation Percent as shown on the Policy Specifications page.

All transfers that occur on the same day are counted as one transfer for the purpose of determining: any charge under item 4 above; and the number of transfers made in a policy year under item 5 above.

Your right to make transfers is subject to limitations or modifications by us if we determine, in our sole opinion, that the exercise of the right by one or more owners with interests in the Investment Division is, or would be, to the disadvantage of other owners. Restrictions may be applied in any manner reasonably designed to prevent any use of the transfer right that we consider to be to the disadvantage of other owners. A limitation or modification could be applied to transfers to and from one or more of the Investment Divisions and could include, but is not limited to:

- 1. The requirement of a minimum time period between each transfer;
- Not accepting a transfer request from a third party acting under authorization on behalf of more than one owner;
- Limiting the dollar amount that may be transferred by an owner between the Investment Divisions at any one time; or
- 4. Requiring that a transfer request be provided in Writing and signed by the owner.

5. LOANS

Loans

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Upon your request In Writing, you may borrow no more than the Loan Value (defined below) of the Policy while it is in force.

The Loan Value on the date the loan is made equals:

- The Cash Value; less
- 2. Any Policy Loan Balance; less
- Loan interest to the next policy anniversary; less
- The most recent Monthly Deduction charged, times the number of policy months to the next policy anniversary; less
- 5. Any Surrender Charge; plus
- Interest at the Fixed Account Cash Value Guaranteed Interest Rate credited to the next policy anniversary.

The amount of each loan request must be at least equal to the Minimum Loan and Partial Withdrawal Amount shown on the Policy Specifications page. The Policy will be the sole security for such Loan.

You may allocate the Loan among the Fixed Account and the Investment Divisions. If you do not specify the allocation, then the Loan will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account, on the date of the Loan.

Cash value equal to the Loan allocated to the Fixed Account and each Investment Division will be transferred to the Loan Account and will earn interest at an annual effective rate not less than the Loan Interest Rate Credited shown on the Policy Specifications page. Interest earned on the cash value in the Loan Account will remain in the Loan Account until; we receive a loan repayment; a new Loan is made; the Policy enters the Grace Period; or the next policy anniversary. Upon any of these events, the interest earned on the Loan Account will be transferred to the Fixed Account and the Investment Divisions in proportion to the cash value in each.

Loan Interest Charged

Interest on loans will be charged at the Loan Interest Rate Charged applicable to the Policy Year as shown on the Policy Specifications page. This is a fixed loan interest rate. The loan interest is due each year on the policy anniversary.

If you do not pay the loan interest when it is due on a policy anniversary: an amount of cash value equal to the loan interest will be added to the existing loan; interest will be charged on it; and it will be allocated to the Loan Account. The amount transferred will be deducted from the Fixed Account and the Investment Divisions in the same proportion that the cash value in each bears to the total Cash Value, less the cash value in the Loan Account.

Loan and Loan Interest Repayments

Any payment we receive will be applied as a premium payment unless it is clearly marked as a Loan repayment.

You may repay the Policy Loan Balance in whole or in part at any time before the death of the Insured while the Policy is in force. When a loan repayment is made, an amount equal to the loan repayment will be transferred from the Loan Account to the Fixed Account and the Investment Divisions in the same proportion that the cash value in each bears to the total Cash Value, less the cash value in the Loan Account.

If there is an Excess Loan (see the Definitions page), we will mail a notice to your last known address and that of any assignee of record. We will allow you a Grace Period for payment of the excess due. If the excess due remains unpaid at the end of the Grace Period, the Policy will lapse without value. The Grace Period will end 62 days from the date the notice is sent.

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6. PREMIUMS AND GRACE PERIOD

Payment of Premiums

The first premium is due as of the Policy Date. While the Insured is living, premiums after the first must be paid at our Designated Office. A premium receipt will be furnished upon request. The Policy will not be in force until the first premium is paid.

Prior to the Maturity Date, premiums may be paid in any amount and at any interval subject to the following conditions:

- 1. Any premium payment must be at least \$50.00.
- If you chose the Guideline Premium Test, total premiums paid in any policy year may not exceed an amount that would cause the Policy to fail the definition of life insurance as defined by Section 7702 of the Code or any applicable successor provision.

The Planned Premium amount cannot be increased if payment of the increased planned premium would cause the Policy to fail to satisfy the definition of life insurance as defined by Section 7702 of the Code or any applicable successor provision.

If we receive a premium that causes the Death Benefit to increase by an amount that exceeds that Net Premium, we reserve the right to refuse that premium payment. We may require additional evidence of insurability before we accept that premium payment.

Premiums cannot be paid on or after the Maturity Date, unless they are required under a Grace Period provision.

Unless you request otherwise In Writing, any payment that we receive will be used as a premium payment.

Percent of Premium Charge

A Percent of Premium Charge will be deducted from each premium submitted. The maximum charge is shown on the Policy Specifications page.

Premium Tax Charge

A Premium Tax Charge will be deducted from each premium submitted. The maximum charge is shown on the Policy Specifications page.

Federal Tax Charge

A Federal Tax Charge will be deducted from each premium submitted. The maximum charge is shown on the Policy Specifications page.

Allocation of Net Premiums You may allocate the Net Premiums among the Fixed Account and the Investment Divisions. No less than 1% of the Net Premium may be allocated to the Fixed Account or any Investment Division. Percentages must be in whole numbers. The cash value in the Fixed Account immediately after payment of the premium cannot exceed 1. times 2., where:

- 1. Equals the Fixed Account cash value plus the Separate Account cash value.
- Equals the Fixed Account Maximum Allocation Percent as shown on the Policy Specifications page. We may modify the Fixed Account Maximum Allocation Percent at any time.

The initial allocation is shown on the Application.

The Policy's first Net Premium is invested in the Fixed Account as of the Investment Start Date. Twenty days after the first Net Premium is applied to the Policy, the Cash Value will be allocated to the Fixed Account and/or the Investment Divisions according to the allocations you chose on the Application. Before the Cash Value is transferred from the Fixed Account, the values and benefits of the Policy will depend on the interest credited to the Fixed Account. After the Cash Value is transferred from the Fixed Account, each Net Premium will be allocated to the Fixed Account and/or the Investment Divisions according to the allocations you have chosen as of the date we receive the premium at our Designated Office.

Your Right to Change Allocation

While the Policy is in force, you may change the allocation of future Net Premiums among the Fixed Account and/or the Investment Divisions as outlined in the Allocation of Net Premiums provision. The change in allocation percentages will take effect when we receive your request In Writing.

Guaranteed Minimum

On each monthly anniversary, we will compare 1. to 2. for each Guaranteed Minimum Death Benefit Period (referred to as "Guaranteed Period") applicable to the Policy, where:

Death Benefit

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- Equals the sum of the Guaranteed Minimum Death Benefit Monthly Premiums for each applicable Guaranteed Period for each monthly anniversary since the Policy Date; and
- Equals the total premiums paid to date less: all partial withdrawals; any cash value paid
 to you to allow the Policy to continue to qualify as a life insurance contract; and any
 outstanding Loans.

If 2. is greater than or equal to 1. for at least one applicable Guaranteed Period, the Policy will not lapse, even if the Cash Surrender Value is insufficient to pay the Monthly Deduction.

If, based on the total premium paid, the Policy qualifies for a longer Guaranteed Period than the one chosen in the Application, the longer Guaranteed Period will be in effect. The Policy will qualify for a longer Guaranteed Period only if the premium requirement for that Guaranteed Period has been satisfied for each policy month since the Policy Date.

If the premium requirement for the Guaranteed Period chosen in the Application is not met: the Guaranteed Period chosen will no longer be in effect; and the next shorter Guaranteed Period for which the premium requirement has been met since the Policy Date, if any, will be in effect.

The Guaranteed Minimum Death Benefit Monthly Premium may change if any of the following occurs:

- 1. A change in Face Amount; or
- 2. The addition or deletion of, or change to, a rider made a part of the Policy; or
- 3. A change in Death Benefit Option; or
- 4. A misstatement of age or sex in the Application; or
- A change in the Insured's risk classification. This may also affect the Guaranteed Period.

We will send you a revised Policy Specifications page reflecting the new Guaranteed Minimum Death Benefit Monthly premium.

If the Guaranteed Minimum Death Benefit ends because the premium requirement has not been met while the Policy is in force, the Guaranteed Period that was in effect immediately prior to the expiration of the Guaranteed Minimum Death Benefit can be reinstated within nine months, provided that the Policy remains in force. Sufficient premiums must be paid to satisfy the cumulative premium requirement for the applicable Guaranteed Period at the time of reinstatement.

If the Policy lapses during the first five policy years, only the Five-Year Guaranteed Period will be reinstated if the Policy is reinstated during the first five policy years. If the Policy lapses after the first five policy years, the Guaranteed Minimum Death Benefit provision will terminate and no Guaranteed Period can be reinstated if the Policy is reinstated.

We will send you a notice if the Guaranteed Minimum Death Benefit Monthly premium requirement for the Guaranteed Period you chose has not been met. The notice will state the amount of premium that has to be paid in order to retain the guarantee and whether, in the absence of payment, the Policy would qualify for the next shorter Guaranteed Period. If the premium required to keep your chosen Guaranteed Period in effect is not paid within 62 days of the notice, that guarantee will end. If the Policy qualifies for a shorter Guaranteed Period, that will become the new Guarantee Period.

5E-46-06-CV-1

Grace Period

If, on a monthly anniversary during an applicable Guaranteed Period, the Policy does not meet any applicable Guaranteed Minimum Death Benefit premium requirement and the Cash Surrender Value is less than the next Monthly Deduction, a Grace Period of 62 days will be allowed for the payment of a premium sufficient to keep the Policy in force (referred to as the "Amount Due").

After the termination of the last applicable Guaranteed Period, if the Cash Surrender Value is less than the next Monthly Deduction on a monthly anniversary, a Grace Period of 62 days will be allowed for the payment of the Amount Due.

At the start of the Grace Period, notice of the Amount Due will be sent to your last known address and to any assignee on record. The Amount Due is the amount required to pay the Monthly Deduction, or the amount required to meet a Guaranteed Minimum Death Benefit premium requirement (if applicable), whichever is less. If we do not receive the Amount Due by the end of the Grace Period, the Policy will lapse at the end of that 62-day period and it will then terminate without Cash Surrender Value. If the Insured dies during the Grace Period, any Amount Due will be deducted from the Death Benefit.

Reinstatement

If the Policy has not been surrendered, you may reinstate your lapsed Policy prior to the Maturity Date and within three years after the date of lapse. To reinstate, you must submit a request In Writing and the following:

- 1. Proof satisfactory to us that the Insured is insurable by our standards.
- 2. Payment of the Monthly Deductions and Loan Interest due and unpaid at the time of lapse.
- 3. Payment of an amount large enough to keep the Policy in force for at least two months.

The Insured must be alive on the date we approve the request for reinstatement. If the Insured is not alive, such approval is void.

The reinstated Policy will be in force from the date we approve the reinstatement application. There will be a full Monthly Deduction for the policy month in which we approve the reinstatement application.

Any Loans in effect at the time of lapse may be repaid or reinstated.

The Surrender Charge, Maximum Monthly Coverage Expense Charge and Maximum Monthly Policy Charge at the time of Reinstatement will be those in effect at the time of lapse. The Cash Value following Reinstatement will include the amount of any Surrender Charge imposed at the time of lapse.

Reinstatement of the Minimum Death Benefit Guarantee is limited as described in the Minimum Death Benefit Guarantee provision.

Riders can be reinstated only as stated in the rider or with our consent.



7. GENERAL PROVISIONS

The Contract

We have issued the Policy in consideration of the Application and payment of premiums. The Policy, the Application, any riders, and any endorsements comprise the entire contract and are made a part of the Policy when you accept the insurance applied for. The Policy may be changed by mutual agreement. Any change must be in writing and approved by our President or Secretary. Our representatives have no authority to alter or modify any terms, conditions, or agreements of the Policy, or to waive any of its provisions.

Statements in Application

All statements made by the Insured or on his or her behalf, or by the applicant, will be deemed representations and not warranties. Material misstatements will not be used to void the Policy, any rider or any increase in Face Amount or to deny a claim unless made in the Application.

Claims of Creditors

To the extent permitted by law, neither the Policy nor any payment under it will be subject to the claim of creditors or to any legal process.

Conversion Right

While the Policy is in force during the first two policy years, you have a one-time right to exchange the Policy to a new permanent fixed benefit life policy on the life of the Insured, without proof of insurability. We, or an affiliate that we name, will issue the new policy on the following basis:

- 1. The new policy will have the same Policy Date and Issue Date as this Policy;
- The Face Amount of the new policy may not be greater than the Face Amount, exclusive of riders, of this Policy on the exchange date;
- The cost of insurance rates for the new policy will be based on the Insured's age, smoker status, sex, and risk classification in effect on the Issue Date of this Policy, or the class we determine is the closest to it if that class is not offered on the new policy;
- 4. The new policy will be a permanent fixed benefit plan agreed to by the issuing company, to the extent available for sale by that company on the exchange date and subject to any limits under Federal income tax and other applicable rules;
- 5. The Cash Value of this Policy will be transferred to the new policy as of the exchange date:
- 6. Any premium from this Policy that is in excess of the premium due, if any, for the new policy may be applied as an advance premium. If the conversion results in an increase in cash value, the increase will be payable by you. If a decrease in cash value results, we will return such amount to you;
- Any Loan and loan interest due on the exchange date must be repaid prior to the issue of the new policy;
- Any riders attached to this Policy will be attached to the new policy only if available for such policy;
- The new policy will be subject to any assignments and limitations to which this Policy is subject.

Misstatement of Age or Sex and Corrections

If we determine during the first policy year that there was a misstatement of age or sex in the Application, the Policy values and charges will be recalculated from the Issue Date based on the correct information.

If we determine after the first policy year that there was a misstatement of age or sex in the Application, the amount of the Death Benefit will be that which would be purchased by the most recent Monthly Deduction at the correct age and sex.

If we make any payment or Policy changes in good faith, relying on our records or evidence supplied to us, our duty will be fully discharged. We reserve the right to correct any errors in the Policy.

Unisex Basis

If the Policy is issued on a unisex basis, all rates, benefits and values that contain differences based on sex are modified to provide the same for males and females.

Incontestability

We cannot contest the initial coverage after the Policy has been in force during the lifetime of the Insured for two years from its Issue Date. We cannot contest a Requested Increase with regard to material misstatements made concerning such increase after it has been in force during the lifetime of the Insured for two years from its Date of Coverage. We cannot contest a Death Benefit increase caused by a premium payment that required evidence of insurability after it has been in force during the lifetime of the Insured for two years from the date we received the premium payment. We cannot contest a Death Benefit increase caused by a change in Death Benefit Option that required evidence of insurability after it has been in force during the lifetime of the Insured for two years from its Date of Coverage. This provision will not apply to any rider that contains its own incontestability clause.

If the Policy was issued as the result of the exercise of an option given in another policy and proof of insurability was not required, the contestable period applicable to the coverage resulting from the option exercise will end at the same time as it would have under the original policy.

Suicide Exclusion

If the Insured dies by suicide, while sane or insane, within two years from the Issue Date, the amount payable will be limited to: the amount of premiums paid less any partial withdrawals; or, if greater and required by law, the reserve; less any Policy Loan Balance on the date of death. If the Insured dies by suicide, while sane or insane, after the first two policy years and within two years of the Date of Coverage of any Requested Increase: the increase will not be in effect; and the portion of Monthly Deduction attributable to the increase will be added to the Cash Value orior to the calculation of the Death Benefit.

If the Policy was issued as the result of the exercise of an option given in another policy and proof of insurability was not required, the suicide period applicable to the coverage resulting from the option exercise will end at the same time as it would have under the original policy.

Annual Report

Each year, or more often if required by law or regulation, we will send you a report that shows: the Death Benefit; current Policy values; surrenders; premiums paid and deductions made since the last report; any Policy Loan Balance; any Death Benefit Guarantee in effect; and any other information required by law or regulation.

Illustration of Benefits

You may make a request In Writing for an illustration of benefits. We may charge a small fee for any requested illustration after the first in each policy year. This fee will not exceed the Maximum Fee for Illustration of Benefits shown on the Policy Specifications page.

8. PERSONS WITH AN INTEREST IN THE POLICY

Owner

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The Owner of the Policy is named in the Application. The Owner can be changed before the death of the Insured. The new Owner will succeed to all rights of the Owner, including the right to make a further change of Owner. If there is more than one Owner, all must exercise the rights of ownership by joint action. Ownership may be changed in accordance with the Change of Owner or Beneficiary provision.

The Owner may be the Insured or someone else, and may be a person, a partnership, a corporation, a fiduciary or any other legal entity. At the death of the Owner, his or her estate will be the Owner, unless a successor Owner has been named. The rights of the Owner will end at the death of the Insured.

Beneficiary

The Beneficiary is the person or entity named to receive the Policy Proceeds. The initial Beneficiary is named in the Application. You may change the Beneficiary before the death of the Insured; however, an irrevocable Beneficiary cannot be changed without his or her consent. The Beneficiary can be a person, a corporation, a partnership, a fiduciary or any other legal entity. A person must survive the Insured to qualify as Beneficiary. If none survives, the proceeds will be paid to the Owner.

Any payment we make will terminate our liability with respect to such payment.

Change of Owner or Beneficiary

During the Insured's lifetime you may change the Owner and Beneficiary designations, subject to any restrictions as stated in the Owner and Beneficiary provisions. You must make the change In Writing. Once it is recorded, the change will take effect as of the date you signed the request, whether or not the Insured is living when we receive your request. The change will be subject to any assignment of the Policy or other legal restrictions. It will also be subject to any payment we made or action we took before we recorded the change. A change of Owner will void any prior Beneficiary designation.

Assignments

If you make an absolute assignment of the Policy, the assignee will be the new Owner and Beneficiary. A collateral assignment of the Policy by you is not a change of Owner or Beneficiary; but their rights will be subject to the terms of the assignment. Assignments will be subject to all payments made and actions taken by us before a signed copy of the assignment form is recorded by us at our Designated Office. We will not be responsible for determining whether or not an assignment is valid.

Designation of Owner and Beneficiary

A numbered sequence can be used to name successive Owners or Beneficiaries. Cobeneficiaries will receive equal shares unless otherwise stated.

In naming Owners or Beneficiaries, unless otherwise stated:

- 1. "Child" includes an adopted or posthumous child;
- "Provision for issue" means that if a Beneficiary does not survive the Insured, the share of the Policy Proceeds for that Beneficiary will go to his or her living issue by right of representation; and
- 3. A family relation such as "wife", "husband" or "child" means relation to the Insured.

At the time of payment of benefits, we can rely on an affidavit of any Owner or other responsible person to determine family relations or members of a class.

Requests For Changes or Information

All requests for change or information must be submitted In Writing.

9. PAYMENT OF POLICY BENEFITS

Payment

Unless otherwise requested, we may pay the Policy Proceeds when the Insured dies to the Payee in one sum or by placing the amount in an account that earns interest. The Payee will have immediate access to all or any part of the account. We will pay interest on the proceeds from the date they become payable to the date of payment as stated above, if required by law.

On request, all or part of the proceeds payable in one sum at the death of the Insured can be applied to any Payment Option at the choice of the Payee. Further, with our consent, any Payee who is entitled to receive proceeds in one sum when a Payment Option ends, or at the death of a prior Payee, or when the proceeds are withdrawn, can choose to apply the proceeds to a Payment Option.

Choice of Payment Options; Option Date

The choice of a Payment Option and the naming of the Payee must be In Writing. You can make, change or revoke the choice before the death of the Insured. The Option Date is the effective date of the Payment Option, as chosen.

When a Payment Option starts, a contract will be issued by us or by an affiliate that will describe the terms of the Option.

Payee

A Payee is a person, a corporation, a partnership, a fiduciary or any other legal entity entitled to receive the Policy Proceeds or surrender proceeds in one sum or under a Payment Option.

If the Payee is not a natural person, the choice of a Payment Option will be subject to our approval. A collateral assignment will modify a prior choice of a Payment Option. The amount due any assignee will be payable in one sum and the balance will be applied under the Payment Option.

Life Income Options

Guaranteed Life Income Options are based on the age of the Payee on the Option Date. We will require proof of age. The Life Income payments will be based on the rates shown in the Life Income Tables; or, if they are greater, our Payment Option rates on the Option Date. If the rates at a given age are the same for different periods certain, the longest period certain will be deemed to have been chosen.

Death of Payee

Amounts to be paid after the death of a Payee under a Payment Option will be paid as due to the successor Payee. If there is no successor Payee, amounts will be paid in one sum to the estate of the last Payee to die. If a Payee under a Life Income Option dies within 30 days after the Option Date, the amount applied to the Option, less any payments made, will be paid in one sum, unless a Payment Option is chosen.

Limitations

If installments under an Option would be less than \$50, proceeds can be applied to a Payment Option only with our consent.

10. PAYMENT OPTIONS

Single Life Income

Monthly payments will be made during the lifetime of the Payee.

Single Life Income – 10 Year Guaranteed Payment Period Monthly payments will be made during the lifetime of the Payee with a guaranteed payment period of 10 years.

Joint and Survivor Life Income

Monthly payments will be made:

- 1. While either of two Payees is living, called "Joint and Survivor Life Income", or
- 2. While either of two Payees is living, but for at least 10 years, called "Joint and Survivor Life Income, 10 Years Certain".

Other Frequencies and Options

Other Payment Options and payment frequencies may be arranged with us.

11. LIFE INCOME TABLES

Minimum Payments under Payment Options Monthly payments for each \$1,000 applied will not be less than the amounts shown in the following tables. On request, we will provide additional information about amounts of minimum payments.

Single Life Income

Payee's Age	Life Inç	ome	10 Year Guarar	nteed Payment Period
	Male	Female	Male	Female
50	\$2.83	\$2.65	\$2.82	\$2.64
55	3.11	2.89	3.10	2.88
60	3.47	3.19	3.44	3.18
65	3.92	3.59	3.87	3.56
70	4.54	4.11	4.43	4.05
75	5.40	4.83	5,13	4.69
80	6.57	5.86	5,96	5.53
85	8.20	7.37	6.87	6.52
90 & over	10.48	9.62	7.72	7.52

Joint and Survivor Life Income

Age of Both Payees	Joint and Survivor	Joint and Survivor, 10 Years Certain
	One Male and One Female	One Male and One Female
50	\$2.43	\$2,43
55	2.63	2.63
60	2.87	2.87
65	3.17	3.17
70	3,58	3.57
75	4.12	4.11
80	4.87	4.82
85	5.94	5.76
90 & over	7.47	684

OVERLOAN PROTECTION RIDER

MetLife Insurance Company USA

This Rider is a part of the Policy if it is listed on the Policy Specifications page or on the Policy Specifications for Policy Change page. A copy of the application for this Rider is attached to and made a part of this Rider.

Overloan Protection Benefit

When the Overloan Protection Benefit is active, the Policy will not lapse even if the Cash Value is insufficient to pay the Monthly Deduction. The Death Benefit will be reduced by the Policy Loan Balance.

Activation of this Benefit

While this Rider is in force, we will send you a notification that you can choose to activate the Overloan Protection Benefit if the following conditions have been met:

- 1. The Policy has been in force for at least 15 policy years;
- 2. The Insured is at least Attained Age 75 (if this Rider is attached to a survivorship policy, the younger Insured must be at least Age 75),
- 3. The Policy Loan Balance is greater than both:
 - a. The Face Amount of the Policy; and
 - The Cash Value times the Minimum Percentage shown on the Rider Specifications page; and
- On the date we receive your request In Writing to activate this Rider, the Policy Loan Balance is less than or equal to the Maximum Percentage shown on the Rider Specifications page times: the Cash Value less the surrender charge and the Rider Charge;
- The aggregate amount of premiums paid for the Policy, less the aggregate amount received under the Policy to the extent that such amount was excludable from gross income, have been withdrawn;
- 6. The Death Benefit Option in effect on the date we receive your request In Writing to activate this Rider must be Option A:
- 7. The Cash Value less the Surrender Charge must be sufficient to cover the Rider Charge described below; and
- The Policy is not a Modified Endowment Contract as defined in Section 7702A of the Internal Revenue Code of 1986, and the exercise of the Rider would not cause the Policy to become a Modified Endowment Contract.

If you want to activate this Rider, you must make a request In Writing within 30 days after we mail the notification.

Effect on the Policy

Activating the Overloan Protection Benefit will have the following effects on the Policy:

- The Cash Value in the Investment Divisions will immediately be transferred to the Fixed Account, with no Transfer Processing Charge;
- Transfers from the Fixed Account will not be allowed;
- 3. Policy changes will not be allowed;
- 4. Premium payments will not be accepted;
- 5. New loans (other than capitalized interest), partial withdrawals and surrenders will not be allowed;
- 6. No further Monthly Deductions will be taken;
- 7. All other riders that are a part of the Policy will be terminated, and new riders cannot be added to the Policy.

Rider Charge

There is no charge for this Rider before you activate it. A one-time non-refundable charge will be deducted from the Cash Value when this Rider is activated prior to Attained Age 100. The charge equals: the Cash Value on the date we receive your request In Writing to activate this Rider; times the Overloan Protection Rate shown on the Rider Specifications page.

Deactivation of this Benefit

You can deactivate this Rider by making a request In Writing. On the date we receive your request In Writing, any riders that were terminated will remain terminated, and no new riders can be added to the Policy. Any other changes that were made to the Policy as a result of activating this Rider will no longer apply. Monthly Deductions will be taken on each monthly anniversary following the date of deactivation.

You can subsequently request activation of this Rider. Activation is subject to the conditions listed in the "Activation of this Benefit" provision.

Termination

This Rider will terminate upon the earlier of:

- 1. The termination of the Policy; and
- The monthly anniversary on or next following our receipt of your request In Writing to terminate this Rider.

The Issue Date of this Rider and Policy are the same unless another Issue Date is shown on the Policy Specifications for Policy Change page.

MetLife Insurance Company USA

RIDER SPECIFICATIONS FOR OVERLOAN PROTECTION RIDER

Insured: DEREK MOORE B

Policy Number: 216 002 437 USV

Risk Classification: PREFERRED SMOKER

Minimum Percentage: 95.00%

Maximum Percentage: 99.50%

Overloan Protection Rate: 3.50%

Amendment to Application for Insurance

Proposed Insured: DEREK B MOORE	Case/Policy No.: 216 002 437 USV
Date of Application: December 16, 2015	
I agree to the following changes to the application referred The details on the Proposed Insured(s) physician(s) are a of last visit Dec 30, 2015 for annual check-up.	d to above: amended to read: Date
	Wilbite C
Date:	Proposed Insured #4 (Perset if Insulation
Date:	Proposed Insured #1 (Parent, if Insured under age 15)
Date:	Proposed Insured #2 (Parent, if Insured under age 15)
067,	Applicant, if other than Proposed Insured
	MetLife Insurance Company USA 1209 Orange Street, Wilmington, DE 19801
	President Jacob M. Jenkeland Secretary

MetLife

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THE REPORT OF THE PROPERTY OF

3 of 7

DEBIT AUTHORIZATION	Available only if th	ie bank account l	holder is the O	wner and/or	Proposed Insured.		
	All others please complete the Electronic Payment (EP) Account Agreement form.						
The undersigned ("1") hereby authorize Metropolitan Life Insurance Company Automated Clearing House. I authorize 1. Monthly recurring debits: AND 2. Debits made from time to time. This authorization is to remain in full fact such time and in such manner as to	to the deposit account desi e: as I authorize, orce and effect until the Co afford the Company and the	ignated below, at th ompany has received	ie Financial Instit d written notifical	ution named be tion from me of	elow, using the		
Monthly Deblt Date: Issue Date		1	dohn Got ng Main Sept Money Mil september 1995		2274		
Debit Date	on the of ea	ach month					
Bank Account Type:	☐ Savings	Jr.	TETANIA E Main Storat House St. 10-148-1251		. Lethern		
Bank Routing Number Ban	k Account Number	. ••• • <u>64</u>	25 cs k 22 t n	9183 (1814			
Name of Financial Institution	-		#000230030#	וחכמהפחסחכ	∏i;·		
Note: Please attach a voided check We cannot establish banking services i banking services from foreign banks U correspondent bank name must be on	from starter checks, cash m NLESS the check is being p	IX - Additional Information Additional Infor	age, or mutual fu	nd checks. We	cannot establish		
SECTION VII - General Risk Q	uestions Use Se	ection IX - Addition	nal Information	fnecessary.			
Within the past three years has the airline or does lie or she have plans	•	- 4 //	as a passenger or	a commercial	_Yes <u>×</u> No		
If YES, please complete a separat	e Aviation Risk Supple	ment form for the f	Proposed Insured	•			
2. Within the past three years has the	Proposed Insured participa	ted in or does he or	she plan to parti	cipate in any	Yes X No		
of the following? Underwater sports - SCUBA diving, Racing sports - motorcycle, auto, n Scy sports - skydiving, hang gliding Rock or mountain climbing or simil Bungee jumping or similar activitie	notor boat or similar activit r, parachuting, ballooning : ar activities s	lies or similar activities					
简 If YES , please complete a separat	ie Avocation Risk Suppi	lement form for the	e Froposed Insure	ed.			
3. Has the Proposed Insured traveled o				; or does he	Van Zalim		
or she plan to travel or reside out side. If YES , please provide details.	de the U.S or Canada within	the next two year	·s?		∏Yes ⊠No		
Past Future Duration	(weeks) C	ities and Countrie	5	Purp	iose		
NACCO				•			
4. Has the Proposed Insured EVER use	•	•		es, cigarillos,	XYes No		
pipes, chewing tobacco, nicotine pa	iches, or nicotine gum)? If						
Product(s)		Freque	ncy / Amount		Date Last Used		
Cigarettes							

4 of 7

		ircense suspenied or revoked If YES, please provide date(s	 t, been convicted of DUI or DWI, or in and violation(s). 	ı ∐Yes	×No
		ntion for life, disability income tra premium? If YES, please p	e or health insurance declined, provide details.	∐Yes	ΣNO
	, has the Proposed Insured belong, state, and date of occ		Ity or No Contest to a felony?	Yes	XNO
		ning the usual duties of his o		⊠Yes	□No
				1	6
ECTION VIII - Per: Check here if Proposi Physician Name Dr. Mark Sordi	ed Insured does not have a p	Name o	f Practice or Clinic antic Family Practice) / '	
Street Address 20261 John J William	s Hww	City Lewes	State DE	Zip 19958	
Phone Number 302) 644-6960	Date Last Consulted	Reason Migraines	Findings/Treatment Given/Medica Diagnosed chiri malformation	ation Prescri	oed
ECTION IX - Addii	tional Information	If more space is needed	, attach additional sheet(s).		
	1				
				M. A.1	

5 of **7**

An illustration was signed and matches the policy applied for. It is included with this application. An illustration was shown or provided but is different from the policy applied for. An illustration conforming to the policy as issued will be provided no later than at the time of policy delivery. The sale was made using an illustration with Accelerator Payment. If illustration was only shown on a computer screen, check and complete the details in the box below. An illustration was displayed on a computer screen. The displayed illustration matches the policy applied for but no printed copy of the illustration was provided. An illustration conforming to the policy as issued will be provided no later than at the time of policy delivery. The illustration on the screen included the following personal and policy information: '. Gender (as illustrated) Maile Female Univex 2. Age 3. Rating Class (e.g. Standard Non-smoker) 4. Product Name (e.g. GAUL) 5. Face Amount 6. Dividend Option (Whole Life only) 8. If No, please choose one of the following: Producer certifies that a signed illustration is not required by law or the policy applied for is not illustrated in this state. No illustration conforming to the policy as applied for was shown or provided prior to or at the time of this application. An illustration conforming to the policy as issued will be provided no later than at the time of policy delivery. Agreement / Disclosure have read this application for life insurance including any amendments and supplements and to the best of my knowledge and belief, all attements are true and complete. I also agree that: My statements in this application and any amendment(s), paramedical/medical exam, and supplement(s) are the basis of any policy issue this application and any amendment(s), paramedical/medical exam, and supplement(s) to this application, paramedical/medical exam, no information will be deemed to have been given to the Company unless it is stated in this application, paramedical/medical exam, no	ertification / Agreement / Disclosure Was a sales illustration provided for the life Insurance policy as applied for? A. If Yes, please choose one of the following:			□Yes	xNo
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I understand that paying my insurance premiums more frequently than annually may result in a higher yearly out-of-pocket cost or differencesh values. If I intend to replace existing insurance or annuities, I have so indicated in the appropriate section of the application I have received the Company's Privacy Notice and the Life Insurance Buyer's Guide.	have read this application for life insurance including any amendments and suptatements are true and complete. I also agree that: My statements in this application and any amendment(s), paramedical/medical. This application and any amendment(s), paramedical/medical exam, and supplication to the new policy. No information will be deemed to have been given to the Company unless it is amendment(s), or any supplement(s). Only the Company's President, Vice-President or Secretary may: (a) make or chabout insurance; or (c) change or waive any term of an application, receipt, or	oplements and to the book as exam and supplement lement(s) to this applications stated in this application ange any contract of in policy.	est of my know t(s) are the bas ation will be at on, paramedic asurance; (b) m	rledge and is of any p tached to al/medical	belief, all solicy issued and become exam, ling promise
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I have received the Company's Privacy Notice and the Life Insurance Buyer's Guide.	have read this application for life insurance including any amendments and suptatements are true and complete. I also agree that: My statements in this application and any amendment(s), paramedical/medical. This application and any amendment(s), paramedical/medical exam, and supplication and any amendment(s), paramedical/medical exam, and supplication to the new policy. No information will be deemed to have been given to the Company unless it is amendment(s), or any supplement(s). Only the Company's President, Vice-President or Secretary may: (a) make or chabout insurance; or (c) change or waive any term of an application, receipt, or except as stated in the Temporary Insurance Agreement and Receipt, no insurand the full first premium due is paid. It will only take effect at the time it is dinsured is the same as stated in the application; and (b) no person to be insured medical practitioner since the date of the application.	oplements and to the book exam and supplement lement(s) to this application ange any contract of in a policy. ance will take effect unlelivered in (a) the conded has received any me	est of my know t(s) are the bas ation will be at on, paramedic asurance; (b) m til a policy is di ition of health dical advice or	elivered to of each periodical	belief, all solicy issued and become exam, ling promise the Owner erson to be
I have received the Company's Privacy Notice and the Life Insurance Buyer's Guide.	have read this application for life insurance including any amendments and suptatements are true and complete. I also agree that: My statements in this application and any amendment(s), paramedical/medical this application and any amendment(s), paramedical/medical exam, and supplication the new policy. No information will be deemed to have been given to the Company unless it is amendment(s), or any supplement(s). Only the Company's President, Vice-President or Secretary may: (a) make or chabout insurance; or (c) change or waive any term of an application, receipt, or except as stated in the Temporary Insurance Agreement and Receipt, no insurand the full first premium due is paid. It will only take effect at the time it is definished in the same as stated in the application; and (b) no person to be insured in the same as rider that provides an acceleration of death benefit, I have requested a rider that provides an acceleration of death benefit, I have I understand that paying my insurance premiums more frequently than annual	oplements and to the bold exam and supplement lement(s) to this application angle any contract of irrepolicy. It is applicated to the conded has received any metric received the appropriate appropriate received the approp	est of my knownt(s) are the baseton will be attended on, paramedicular and til a policy is dritten of health dical advice or are disclosure	elivered to of each petreatment	belief, all solicy issued and become exam, ling promise the Owner erson to be from a
If I was required to sign a Notice and Consent for HIV Testing, I have received a copy of that Notice.	have read this application for life insurance including any amendments and suptatements are true and complete. I also agree that: My statements in this application and any amendment(s), paramedical/medical this application and any amendment(s), paramedical/medical exam, and supplication the new policy. No information will be deemed to have been given to the Company unless it is amendment(s), or any supplement(s). Only the Company's President, Vice-President or Secretary may: (a) make or chabout insurance; or (c) change or waive any term of an application, receipt, or except as stated in the Temporary Insurance Agreement and the full first premium due is paid. It will only take effect at the time it is definited in the same as stated in the application; and (b) no person to be insured in the application. If I have requested a rider that provides an acceleration of death benefit, I have I understand that paying my insurance premiums more frequently than annual cash values.	oplements and to the book and exam and supplement dement(s) to this application angle any contract of in a policy. If you will take effect under the conded has received any me any result in a higher than any result in a higher than any result in a higher than a policy.	est of my know t(s) are the bas ation will be at on, paramedic asurance; (b) m til a policy is di til a policy is di til a policy is di til a policy or ate disclosure or yearly out-of	ledge and is of any patached to al/medical alede a bind elivered to of each petreatment form.	belief, all rolley issued and become exam, ling promise the Owner erson to be from a
	have read this application for life insurance including any amendments and suptatements are true and complete. I also agree that: My statements in this application and any amendment(s), paramedical/medical. This application and any amendment(s), paramedical/medical exam, and supplication and any amendment(s), paramedical/medical exam, and supplicant of the new policy. No information will be deemed to have been given to the Company unless it is amendment(s), or any supplement(s). Only the Company's President, Vice-President or Secretary may: (a) make or chabout insurance; or (c) change or waive any term of an application, receipt, or except as stated in the Temporary Insurance Agreement and Receipt, no insurand the full first premium due is paid. It will only take effect at the time it is do insured is the same as stated in the application; and (b) no person to be insured medical practitioner since the date of the application. If I have requested a rider that provides an acceleration of death benefit, I have a understand that paying my insurance premiums more frequently than annual cash values. If I intend to replace existing insurance or annuities, I have so indicated the provides and the provides and continues of the annual cash values.	pplements and to the boat exam and supplement lement(s) to this application angle any contract of in a policy. I ance will take effect under the will take effect under the propriet of the appropriet received the appropriet received the appropriet in a higher cated in the appropriet in a higher cated in the appropriet in the approprie	est of my know t(s) are the bas ation will be at on, paramedic asurance; (b) m til a policy is di til a policy is di til a policy is di til a policy or ate disclosure or yearly out-of	ledge and is of any patached to al/medical alede a bind elivered to of each petreatment form.	belief, all rolley issued and become exam, ling promise the Owner erson to be from a
	have read this application for life insurance including any amendments and suptatements are true and complete. I also agree that: My statements in this application and any amendment(s), paramedical/medical. This application and any amendment(s), paramedical/medical exam, and supplication and any amendment(s), paramedical/medical exam, and supplicant of the new policy. No information will be deemed to have been given to the Company unless it is amendment(s), or any supplement(s). Only the Company's President, Vice-President or Secretary may: (a) make or chabout insurance; or (c) change or waive any term of an application, receipt, or except as stated in the Temporary Insurance Agreement and Receipt, no insurand the full first premium due is paid. It will only take effect at the time it is do insured is the same as stated in the application; and (b) no person to be insured medical practitioner since the date of the application. If I have requested a rider that provides an acceleration of death benefit, I have a understand that paying my insurance premiums more frequently than annual cash values. If I intend to replace existing insurance or annuities, I have so indicated the provides and the provides and continues of the annual cash values.	pplements and to the boat exam and supplement lement(s) to this application angle any contract of in a policy. I ance will take effect under the will take effect under the propriet of the appropriet received the appropriet received the appropriet in a higher cated in the appropriet in a higher cated in the appropriet in the approprie	est of my know t(s) are the bas ation will be at on, paramedic asurance; (b) m til a policy is di til a policy is di til a policy is di til a policy or ate disclosure or yearly out-of	ledge and is of any patached to al/medical alede a bind elivered to of each petreatment form.	belief, all rolley issued and become exam, ding promise the Owner erson to be from a
	have read this application for life insurance including any amendments and suptatements are true and complete. I also agree that: My statements in this application and any amendment(s), paramedical/medical. This application and any amendment(s), paramedical/medical exam, and supplication the new policy. No information will be deemed to have been given to the Company unless it is amendment(s), or any supplement(s). Only the Company's President, Vice-President or Secretary may: (a) make or chabout insurance; or (c) change or waive any term of an application, receipt, or except as stated in the Temporary Insurance Agreement and Receipt, no insurand the full first premium due is paid. It will only take effect at the time it is dinsured is the same as stated in the application; and (b) no person to be insured medical practitioner since the date of the application. If I have requested a rider that provides an acceleration of death benefit, I have a understand that paying my insurance premiums more frequently than annual cash values. If I intend to replace existing insurance or annuities, I have so indical have received the Company's Privacy Notice and the Life Insurance.	pplements and to the book exam and supplement idexam and supplement is stated in this application ange any contract of in a policy. Index will take effect under the will take effect under the conded has received any medicated in the appropriation and the appropri	est of my knownt(s) are the baseton will be at on, paramedic asurance; (b) mutil a policy is dition of health dical advice or are disclosure or yearly out-of-riate section	ledge and is of any p tached to al/medical take a bind ake a bind of each pe treatment form. -pocket co	belief, all rolley issued and become exam, ling promise the Owner erson to be from a

Arkansas, Kentucky, Louisiana, New Mexico, Ohio, Oklahoma, Rhode Island

Any person who knowingly and with intent to defraud any insurance company or any other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act which is a crime and subjects such person to criminal and civil penalties.

District of Columbia, Tennessee, Virginia, Washington

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.

Taxpayer Identification Number Certification

Under penalties of perjury, I, the Owner, certify that:

- The number shown in this application is my correct taxpayer identification number, and I am not subject to backup withholding because:

 (a) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (b) the IRS has notified me that I am not subject to backup withholding.

 (If you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return, you must cross out and initial this item.)
- I am a U.S. citizen or a U.S. resident alien for tax purposes. (If you are not a U.S. citizen or a U.S. resident alien for tax purposes, please cross out this certification and complete form W-BBEN).
 - Please note: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signatures If not witnessing all signa	acures, witness should initial next to si	gnature being witnessed and sign below.
Signature(s) of all Proposed Insured(s)	Date	Signed at City, State REPLOSOFIE SEAW, DE
(age 15 or over) 图 Please complete the Additional Insur	reds Supplement or Child Rider Si	upplement form(s) if app icable.
Signature(s) of all Owner(s) (If NOT the Prop	osed Insured.) Date 2 Taure 12-16-15	Signed at City, State Kehoboth Decch, DE
(age 15 or over) ① If the Owner is a firm or corporation, in	nclude Officer's title with signature.	•
區, if Co-Uwner of Custodian, please complet	e the Co-Owner/Contingent Owne	er and UTMA Designations Supplement form.
Signature of Parent or Guardian	Date	Signed at City, State
(If Owner or Proposed Insured is under 18, sig	gn here. If not sign above.)	
Witness to Signatures		
Licensed Producer	Print Name of Produ	- "
-	BENJARD S.	ALION T

MetLife			Policy Number	
Medical Supplement				
Company (Check the appropriate ONE.) The Company indicated in this section is referred to as "the Company".	☐ Metropolitan Life Inst ☐ New England Life Inst		General American L Mettife Insurance C	
This supplement will be a	ttached to and become	part of the ap	plication with whic h i	t is used.
SECTION I - Medical Questions	⚠ If more space is			
THE FULL PARAMEDICAL MEDICAL EXAM IS				
Proposed Insured - First Name Derek	Middle Name B	i.ast Name Moore	ALL TOTAL OF THE PROPERTY.	
1 Places provide Proposed Income de la Cala	_4			
1. Please provide Proposed Insured's height a			Weight (lbs.) <u>175</u>	
Has the Proposed Insured experienced a d		n 10 pounds in th	e past 12 months?	☐ Yes 🔀 No
If YES, please specify: Pounds Lost	Pounds Gained	Reason		
2. Has the Proposed Insured EVER been diag for any of the following? If YES, please ch	nosed, received treatment, eck ALL that apply and pro	or consulted with vide details in tab	a health professional le below.	☐ Yes ⊠ No
B. ☐ Chest Pain . ☐ C. ☐ Heart Attack J. ☐ D. ☐ Heart Murmur K. ☐ Diabetes L. ☐ High Cholesterol M. ☐ G. ☐ Cancer / Tumor / Polyp N. ☐ Heart Paint Polyp N. ☐ Heart Polyp N. ☐ He	Asthma / Bronchitis Emphysema Sleep Apnea Seizures Stroke / TIA Paralysis Multiple Sclerosis	O. Parkinso P. Alzheim Q. Memory R. Colitis S. Cirrhosis T. Hepatiti U. Arthritis	er's Disease W. Loss X. Y.	 ☐ Lupus ☐ Anemia ☐ Depression / Anxiety ☐ Eating Disorder
Letter Name of Health Professional (Include City & State)	Date / Duration	n of illness	Diagnosis / Treat	ment / Medication
	4			
Other than as indicated above, has the Prop of the following? If YES, please check ALL:	osed Insured EVER had an that apply and provide deta	y disease or disord	ler of any	☐ Yes (※ No
A. 🗌 Heart	G. Prostate		M. Thymid / Other G	
B. Arteries ! Veins	H. Reproductive Organs	5	N. ☐ Eyes	en the
C. Lungs / Respiratory System	I. Brain / Nervous Syste		0. Ears / Nose / Thro	et .
D. Gastrointestinal / Digestive System E. Uiver / Pancreas			P. Skin	
	K. : Lymph Nodes L. : Irrmune System		Q. Muscles / Bones /	
· · · · · · · · · · · · · · · · · · ·	L. [_] Hranude System		R. Emotional / Psych	plogical Disorder
Letter Name of Health Professional (Include City & State)	Date / Duration	of Iliness	Diagnosis / Treatr	nent / Medication

1 of 2

surgery	4. Other than as indicated previously, within the past five years, has the Proposed Insured had any illness, injury, surgery, physical exam, consultation, or medical test (e.g. laboratory tes≤, EKG, etc.) or been a patient in a hospital or other medical facility? Yes ⊠ N							
5. Is the P medica	5. Is the Proposed Insured currently receiving any treatment or taking any prescription or nonprescription medications or supplements?							
6. Does th schedul	☐ Yes ⊠ No							
7. Has the Acquire	7. Has the Proposed Insured ever been diagnosed with or treated by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS)?							
8. Has the to the A	Proposed Insured NDS (HIV) virus?	ever tested	positive	for the AIDS Human Immunodeficiency Virus (HIV) or	for antibodies	☐ Yes 区 No		
9. Has the prescrib	Proposed Insured ed by a health pro	ever used co fessional?	ocaine, i	neroin, or other illicit drugs or controlled substances ex	ccept as	☐ Yes 🔀 No		
alconol	or drugs from a he	ealth profess	iona o	·· = •	r the use of	☐ Yes ⊠ No		
if YES, ple	ease provide detail	s in table be	ow for	Questions 4 - 70.		110		
Number	Name of Heal (Include C	th Professio ity & State)	nal	Date / Duration of Illness Diagno	osis / Treatment /	Medication		

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						A		
L				!	· · · · · · · · · · · · · · · · · · ·	~- <u></u>		
\								
	ll - Family Hi							
disease; dia	at or sibling ever habetes; cancer, or l	ad: heart dis kidney disea	sease; c se? If Y	orbnary artery disease; vascular disease; stroke/cerebro ES, please provide details in table below.	vascular			
	elacionship to Age(s) if Age(s) at posed Insured Living Death State of Health (Specific Conditions) or Cause of Death							
Father	70		Good					
Mother	65		Good	now - had heart attack 2 years ago		***		
Sibling	42		Good					
5/bling	38		Good			444		
Sibling				To make the second seco	~ · · <u>· · · · · · · · · · · · · · · · ·</u>			

2 of 2

EMED-48-07

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(11/14) Fs

	PART II	Check the appropriate comp	any.		Case/Policy # _	P102140801
	Paramedical/ Medical Exam	 □ Metropolitan Life Insurance C □ New England Life Insurance C □ Metropolitan Tower Life Insurance C 	ompany ance Co v indicat	mpany ed ahow is	General Americ	moe Company USA can Life Insurance Company
	The questions below	are directed to the person to be exam	nined. R	scord ONLY	this person's answe	ers in the spaces below
1	Name of Proposed Insured	LAST MODING FIRST			IDDLE P	ate of Birth MONTH DAYNEAR 7 6/
2.	Cigarette 11-29-1 de Nicotine Substitute (i.e., Pato	last smoked/used: Discrete Name Property Property	ever	Amount/Fr	Never Cigar/Pipe	Ferral Assessment Control of the Con
3.	Physician Name Physician Name Street Phone Number Reason	No. (Sond Ne. 1991 No. 1991 N	ime of Pi	actice/Clinic	State Last Const	to date information concerning
4.	Height 5 ft. 9	Zin. Weight 186 lbs. Pounds gained	Chang	e in weight Reason	in past 12 months?	Yes VINo
5.	you had: a) High blood pressure; chest peripheral vascular disease; heart or circulatory system (b) Asthma; bronchitis; pneashortness of breath; or any or respiratory system? c) Seizures; stroke; paralysis; of dementia; multiple sclero progressive neurological disease or disarder of the brain or med) Ulcers; colitis; hepatitis; cirrh	imonia; emphysema; sleep apnea; other disease or disorder of the lungs. Alzheimer's disease or other form sis; memory loss; Parkinson's disease; order; headaches; or any other disease ervous system? Osis; Dangreatitis; or any other disease.	r health 'Ye	practitioner facility that s EXNo	description of conc	tion number. Give: dates; duration/ lition; diagnosis; treatment; physician, atth facility names and addresses.
	or disorder of: the liver; pance spleen; or intestines?	eas; gallbladder; esophagus; stomach;	D V ~	™(No		
	 Any disease or disorder of: the genitourinary system, inc bladder; or prostate; or blood 	the breasts; reproductive organs; or duding but not limited to: the kidney; d, protein or pus in the unine?		D(No		
4	 Diabetes; thyroid disorder; disorder; or any other endocr 	elevated cholesterol or other lipid ine disease or disorder?	□ Vet	-30No		,
	 Arthritis; gout; asteoporosis; muscles; banes; spine (discs, 	or other disease or disorder of the		KNo		•
ŀ	Anemia; leukemia; or any oth lymph glands?	er disease or disorder of the blood or		1		
	Depression; stress; anxiety; emotional disorder or sympto		☐ Yes			
k	Any disease or disorder of the	eyes, ears, nose, or throat?	☐ Yes	:/ L		

6.	Are you now, or within the treatment? (Including over to supplements, alternative the	ide Counter medical	edication or receiving tions, vitamins, herbal			Details (Continued): 6 Daicly multivitance 7-Dec. 30 Dr. Mark Sor Rowline p. &
7.	Do you have any doctor's vis scheduled for the next six m	its medical tests m	edical care, or surgery		S □ No	7-Dec. 30 Dr. Mark Sor
8.	Other than the above, during		have you had any	OL TES	O No	Anading DE
	a) Checkup; consultations; medical test?	electrocardiogram;	chest x-ray; or other	□ Yes	MNo	ROCETION P
	b) Illness; injury; or health been recommended to surgery; medical test; or n	have aper treatm	aled above; or have lent; hospitalization;		XNo	
	Have you:		•		Misso	
	 a) ever been diagnosed or profession for Acquired Im 	imune Deficiency Sy	ndrome (AIDS)?	□ Yes	⊠ No	
	b) ever tested positive for th (HIV) virus or for antibodie	is to the AIDS (HIV)	virus?	□ Yes		. 400
	A) Have you ever used heroif except as prescribed by a p	Mysician or other lie	censed practitioner?	□ Yes	No No	1110
	 have you ever received to health facility or counselouse of drugs; or been advi- facility or counselor to re- received treatment or advithose who have an alcohol 	r regarding the use sed by a physician, strict the use of al tice from an organ	of alcohol, or the practitioner, health	□ Yeş	W Na	U/D/
12. A	o you exercise? A Yes O Are you now pregnant? OY las a parent or sibling ever has isease; diabetes; cancer? (If Ye	es ANO If Yes	ranger areas, diseases	livery? vascular r	disease; str	How often? 3 40 3 x
	ionship to Proposed Insured:	AMI MINISTER REIGHT	Age(s) at Death		ate of Hea	Ith (Specific Conditions) or Cause of Death ich additional sheet(s) if necessary.
mo	74her heart	65		ga	ad	ar abanavar arcetoj ii neteosaly.
O)	Do you currently use any assistance of walking; moving in/out of a c	or supervision with a	env or all of the follow.	ina nati		ane; or crutches? Yes Chief Ch
If Yes,	provide details above.	um, or ago! (ollettili	al counusute ot tekivê	medicat	(noi:	□ Yes Mino
I have n of my k	ead the answers to questions nowledge and befief. There are	2-14 before signing e no exceptions to	g. They correctly reflections and such answers other	t the ans er than a	wers giver s written.	by me, and are true and complete to the best $11 - 27 - 15$
	Signature of Proposed Insur	ed (PA	RENT OR GUARDIAN	IF UND	ER 18)	Date MONTH/DAY/YEAR
F	Wilness to Signature	vely ×	Stacler	27	Clty a	nd State Reboled 4, De

MetLite			Policy N	umber
Variable Life Suppl	ement			
MetLife Insurance		1		
			e tlart of the son	lication with which it is ased.
SECTION I - Importar	nt Information fo	r the Owner	⚠ Please Rea	reduon with which it is ased.
Variable Life Insurance is g of less than 10 years. The may have significant sho Insurance is designed to offering the potential for lo be appropriate in situations the near future may be expe	enerally not appropriate se are long-term insurant-term surrender char ort-term surrender char provide death benefit my-term cash accumulate where significant liquit where significant liquits	e for time horizons ance products that ges. Variable Life protection while	The cash value extent of being separate according The cost of institute the community and the Community the cash community the cost of the community the cost of the cash value and the cash value and the cash value and the cash value are consistent to the cash value and the cash value and the cash value are cash value are cash value and the cash value are cash value are cash value and the cash value are cash value are cash value and the cash value are	e may increase or decrease, even to ny reduced to zero, in accordance of out investment experience. Surance rates for this policy may char ently being charged are not guarant spany may charge the full maxing
The death benefit may lead to conditions.	be variable or fixed	under specified	Illustrations of	tes. f benefits, including death benefits e available upon request.
SECTION II - Owner's	Information 🕝	OWNER:	Proposed Insured	Other Individual
OTHER INDIVIDUAL INFO	RMATION ONLY:			
First Name Derek B Moore Rev Trust	r	Middle Name Suzanne Moore, Ti	Last Name	1101
Primary Phone Number				
Occupation		ŧ	vame of Employer	U_{1}
Employer City	State	Zip I	Position/Duties	
Is the Owner or a member of firm within the securities indu PRIOR INVESTMENT EXPERT Certificate of Deposit 5 Bonds 10 years	stry, or a financial regul RIENCE: (Choose ALL	iatory agency? that apply and indica	ate your years of exp	☐ Yes 🗵
SECTION III - Coverage	Information A	Choose one of the	following options. N	NOTE: Ages 85 and 121 available only by ric
uaranteed Minimum Death Be	enefit Option: 🗍 5 Ye	ars 7 20 Years	IX To Age 65 [□	To Age 85 To Age 121 Other
SECTION IV - Investme	nt Objective and	Bisk Tolerance		. sage os [to Age 121 otilet
Have you completed the Asse	Allocation Questionna	ro? Vos	Ma itare i	ease submit with this Supplement.
Be sure it supports the investor	nent Objective and your	o, or e). Then choosi r Risk Toleranne for t	e <u>One</u> Risk Toleran His police	ease submit with this Supplement. Ice for that specific investment Objective.
. Capital Preservation:	Seeks income and stat			
Risk Tolerance:	Conservative	☐ Conser	vative to Moderate	
Risk Tolerance:				
····	Conservative	Canser	valive to Moderate	Moderate
Growth & Income: See Risk Tolerance:	sks capital appreciation			
	Conservative to Mo		ite	Moderate to Aggressive
(x) Growth: Seeks capital a				
Risk Tolerance:	Moderate		ate to Aggressive	Aggressive
L Aggressive Growth: S	eeks maximum capital :	appreciation over tin	ie by investing in sp	eculative and/or higher risk securities.
Risk Tolerance:	Moderate to Aggres	sive Aggress	ive	

SECTION V - Optional Automated Investment Strategies

You may select ONLY ONE of the following. If you are NOT electing any Automated Investment Strategies, please proceed to Section VI - Investment Allocation.	d
☐ Index Selector ☐ No other funding options can be selected when using this strategy. Check only ONE of the categories to the right. MetLife Insurance Company USA will allocate 100% of your net premium based on the current allocation for the Index Selector Model you choose. I understand that the Index Selector strategy will be implemented using the percentage allocations of the model in effect on the data of issue of my policy. I also understand that in order to maintain this a location, my account will be automatically rebalanced every quarter. ☐ Moderate ☐ Moderate ☐ Moderate to Aggressive ☐ Aggressive	
☐ Equity Generator ⚠ A percent of premium must be allocated to the Fixed Account when this option is chosen.	
anniversary.	hl
Please elections funding option, except the Fixed Account, from the list in Section VI - Investment Allocation.	
Rebalancer	
Automatically rebalances the cash value among the funding options each calendar quarter to return the allocation to the allocation percentages you specify. Choose ONE of the following:	
☐ Check here if you wish to rebalance to the allocation percentages chosen for your premium payments.	
Check here if you wish to rebalance using different allocation percentages than your premium payments and indicate the allocation percentages in the right-hand column in Section VI - Investment Allocation.	
Allocator A The destination funding option(s) chosen cannot include the "source fund".	
Automatically transfers a set amount of money from the Fixed Account or any other funding option ("source fund") to any number of available funding options on each monthly anniversary. (The value of the "source fund" must be sufficient to ensure a minimum of three consecutive monthly transfers.) Please indicate the "source fund" from which the transfers are to be made: Please choose ONE of the following transfer options. Indicate the destination funding options and the dollar amount to be transferred to each in the right-hand column in Section VI - Investment Allocation.	
Transfer \$ per month until the "source fund" is depleted.	
1.) ITERSTEY \$ non-manufacture for the form	
The Allocator is a form of dollar cost averaging. Dollar cost averaging does not assure a profit or protect against a foss in declining markets. It involves continuous investment in securities regardless of fluctuations in price levels. An investor should consider his/her ability to continue purchases in periods of low price levels.	
Enhanced Bollar Cost Averager (EDCA) At The destination funding option(s) chosen cannot include the Fixed Account. Automatically transfers an amount of money each month from the EDCA fixed account to any number of available funding options each monthly anniversary until the EDCA fixed account is depleted. The amount allocated to the EDCA fixed account may consist of a one-time premium payment plus 1035 Exchange monies in the first policy year. The initial monthly amount transferred is based on the initial EDCA gross amount allocated to the EDCA fixed account, divided by twelve (months). If another eligible payment is received, the EDCA transfer amount will be increased by the subsequent payment, divided by twelve.	
Please specify the EDCA amount (\$10,000 minimum)	
Fremium payment	1
Expected 1035 Exchange amount	ļ
% of all 1035 Exchange amounts to be allocated to EDCA (required 6 as Excepted 1035 Exchange amounts to be allocated to EDCA (required 6 as Excepted 1035 Exchange	
Allocation.	
The Enhanced Dollar Cost Averager is a form of dollar cost averaging. Dollar cost averaging does not assure a profit or protect against a loss in declining markets. It involves continuous investment in securities regardless of fluctuations in price levels. An investor should consider his/her ability to continue purchases in periods of low price levels.	

SECTION VI - Investment Allocation

Please select funding options that are appropriate for the RISK TOLERANCE and INVESTMENT OBJECTIVE indicated in Section IV - Investment Objective and Risk Tolerance. Some funding options may be appropriate for more than one investment objective. For more complete information about a specific funding option, including charges and expenses, please read the prospectus carefully.

, , , , , , , , , , , , , , , , , , , ,		Use this column
Indicate Initial Allocation in whele		only if you have
percentages; must equal 100%.	ı	chosen an option
, —		on previous page.
	Iritial	Rebalancer %
Funding Octions	Premium	Allocator \$
	Allocation %	EDCA %
Fixed Account		
American Funds Bond Fund	. ——	
Barclays Aggregate Bond Index Portfolio		
BlackRock Bond Income Portfolio		
PIMCO Inflation Protected Bond Portfolio		
PIMCO Total Return Portfolio	20	
Western Asset Management U.S. Government Portfolio	i	·····
Met/Templeton International Bond		
Portfolio		
Lord Abbett Bond Debenture Portfolio		
American Funds Growth Fund	16	
American Funds Growth-Income Fund	15	
BlackRock Capital Appreciation Portfolio		
BlackRock Large Cap Value Portfolio		
ClearBridge Aggressive Growth Portfolio		
Franklin Mutual Shares VIP Fund		
Jennison Growth Partfallo		V
MetLife Stock Index Portfolio		
MFS@ Value Portfolio		
T. Rowe Price Large Cap Growth Portfolio		
WMC Core Equity Opportunities Portfelio	10	
WMC Large Cap Research Portfolio		
Baillie Gifford International Stock Portfolio		
Harris Cakmark International Portfolio	10	***************************************
MF5® Research International Portfolio		
MSCI EAFE® Index Portfolio		
Oppanheimer Global Equity Portfolio		
Frantier Mio Cap Growth Portfolio		
Invesco Mid Cap Value Portfolio	10	
Met/Artisan Mid Cap Value Portfolio	10	
MetLife Mid Cap Stock Index Portfolio		
Morgan Stanley Mid Cap Growth Portfolio	•••••••••••••••••••••••••••••••••••••••	
T. Rowe Price Mid Cap Growth Portfolo		
American Funds Global Small		
Capitalization Fund	I	

Funding Options	Initial Premium Allocation %	Rebalancer % Alfocator \$ EDCA%
Invesco Small Cap Growth Portfolio		
JPMorgan Small Cap Value Portfolio		
Loomis Sayles Small Cap Core Portfolio	10	
Loomis Sayles Small Cap Growth Portfolio		
Neuberger Berman Genesis Portfolio		
Russell 2000® Index Portfolio	1	,
T. Rowe Price Small Cap Growth Portfolio		
Clarion Global Real Estate Portfolio		7,7,7,0
MFS& Emerging Markets Equity Portfolio		
Van Eck Global Natural Resources Portfolio	0 3	
MetLife Asset Alfocation 20 Portfolio		
MetLife Asset Alforation 40 Portfolio		
Methite Asset Alfocation 60 Portfolio		
MetLife Asset Allocation 80 Portfolio		
MetLile Asset Allocation 100 Portfolio		
American Funds Moderate Allocation Portfolio		
American Funds Balanced Allocation Portfolio		
American Funds Growth Allocation Portfolio		
A8 Global Dynamic Allocation Portfolio		
Allianz Global Investors Dynamic Multi-Asset Plus Portfolio		
AQR Global Risk Balanced Portfolio		
BlackRock Global Tactical Strategies Portfolio		
Invesco Balanced-Risk Allocation Portfolio		
JPMorgan Global Active Allocation Portfolio		
MetLife Balanced Plus Portfolio		
MetLife Mult -Index Targeted Risk Portfolio	1	
PanAgora Global Diversified Risk Portfolio		
Pyram's Menaged Risk Portfolio		
Schroders Global Wulti-Asset Portfolio	1	
SSGA Growth and Income ETF Portfolio		
SSGA Grow's ETF Portfolio		
Franklin Income VIP Fund		
Leomis Sayles Global Markets Portfolio		
MFS® Total Return Portfolio		
Western Asset Management Strategic Bond Opportunities Portfolio		
WMC Balanced Portfolio	 	

Funding Options

Initial Premium Allocation %

Rebalancer %! Allocator \$/ EDCA %

1. Jelect to have the monthly	occurred non the cash van	ues taken as foll	ows - chaose ONE:	
(E) rioportionately iro	m the funding options based (on the cash value	aws - chaose ONE: e in each at the time of the deduction.	
☐ From the Fixed Acc	count or any other specific fun	ding option.	or the deduction.	
Specify:				
nous sern initialità obtic	on based on the cash value in	each at the time	y time that designated funding option ha portion of these charges will be deducte of the deduction	es insufficient cash ed proportionately
2. Have you received a prospe	ectus for the policy applied for	?	or the decocoon.	
If YES, please indicate:				Yes □ No
Date of Prospectus	Prospectus Book Numb	ıer	Plant 1.3 t	
06/01/2015	716		Date(s) of any Prospectus	Supplement(s)
 Did your Producer review yo completing this application 	our financial situation, risk tole	erance, and inve	stment objectives prior to	
			, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	⊠ Yes ☐ No
bireac iiinirdig 00 W	hat basis this product was rec	ommended.		· XL
. Do you understand that:				1.1
investment return, subject B. There is no guaranteed m		sh valge may ind	Tease or decrease depending on	X res No
the policy's investment re . Do you believe that this polic and financial objectives? . If funding options selected do Tolerance, please explain:	turnor cash value and the ca turn? Cy and the funding options you o not reflect the risk tolerance	i have selected v	vill meet your insurance needs [Investment Objective and Risk	X Yes □ No X Yes □ No
the policy's investment re. Do you believe that this police and financial objectives? If funding options selected do Tolerance, please explain:	turning cash value and the casturn? Cy and the funding options you not reflect the risk tolerance	i have selected v	vill meet your insurance needs	X Yes I No
the policy's investment re i. Do you believe that this polic and financial objectives? If funding options selected do Tolerance, please explain:	turning cash value and the casturn? Cy and the funding options you not reflect the risk tolerance	i have selected v	vill meet your insurance needs [Investment Objective and Risk	X Yes I No
the policy's investment re i. Do you believe that this polic and financial objectives? If funding options selected de Tolerance, please explain: A SIGN Print Name of Proposed Insur	value and the caturn? Ey and the funding options you not reflect the risk tolerance VATURES ARE ONLY REQUIRED	i have selected v	vill meet your insurance needs [Investment Objective and Risk	X Yes I No
the policy's investment resis. Do you believe that this polic and financial objectives? If funding options selected do Tolerance, please explain: A SIGN Print Name of Proposed Insurance & Moore Signature(s) of all Proposed In (age 15 or over)	wanter cash value and the casturn? cy and the funding options you not reflect the risk tolerance WATURES ARE ONLY REQUI	i have selected vin Section IV - In	vill meet your insurance needs Investment Objective and Risk LE-APPLICATION SUBMISSION. Signed at City, State	X Yes I No
the policy's investment re Do you believe that this polic and financial objectives? If funding options selected de Tolerance, please explain: SIGN Print Name of Proposed Insur Derek B Moore Signature(s) of all Proposed In	wanter cash value and the casturn? cy and the funding options you not reflect the risk tolerance WATURES ARE ONLY REQUI	in Section IV - In IRED FOR A TE	vill meet your insurance needs evestment Objective and Risk LE-APPLICATION SUBMISSION.	X Yes I No
the policy's investment re Do you believe that this polic and financial objectives? If funding options selected de Tolerance, please explain: SIGN Print Name of Proposed Insur Derek & Moore Signature(s) of all Proposed In Signature(s) of all Owner(s) (if	wanter cash value and the casturn? cy and the funding options you not reflect the risk tolerance WATURES ARE ONLY REQUI	in Section IV - In IRED FOR A TE	vill meet your insurance needs Investment Objective and Risk LE-APPLICATION SUBMISSION. Signed at City, State	X Yes I No
the policy's investment re. Do you believe that this polic and financial objectives? If funding options selected do Tolerance, please explain: A SIGN Print Name of Proposed Insur Derek & Moore Signature(s) of all Proposed In Signature(s) of all Owner(s) (if age 15 or over)	wanting cash value and the casturn? cy and the funding options you not reflect the risk tolerance WATURES ARE ONLY REQUI red Isured(s) NOT the Proposed Insured.)	in Section IV - In Section IV - In Section IV - In IRED FOR A TE	vill meet your insurance needs evestment Objective and Risk LE-APPLICATION SUBMISSION. Signed at City, State Signed at City, State	X Yes I No
the policy's investment re. Do you believe that this polic and financial objectives? If funding options selected do Tolerance, please explain: A SIGN Print Name of Proposed Insur. Derok B Moore Signature(s) of all Proposed In age 15 or over) Signature(s) of all Owner(s) (if	wanting cash value and the casturn? cy and the funding options you not reflect the risk tolerance WATURES ARE ONLY REQUI red Isured(s) NOT the Proposed Insured.)	in Section IV - In IRED FOR A TE	vill meet your insurance needs Investment Objective and Risk LE-APPLICATION SUBMISSION. Signed at City, State	X Yes I No
the policy's investment re. Do you believe that this polic and financial objectives? If funding options selected do Tolerance, please explain: A SIGN Print Name of Proposed Insur Derek & Moore Signature(s) of all Proposed In age 15 or over) Signature(s) of all Owner(s) (if age 15 or over)	wanting cash value and the casturn? cy and the funding options you not reflect the risk tolerance NATURES ARE ONLY REQUI red NOT the Proposed Insured.)	in Section IV - In Section IV - In Section IV - In IRED FOR A TE	vill meet your insurance needs evestment Objective and Risk LE-APPLICATION SUBMISSION. Signed at City, State Signed at City, State	X Yes No

MetLife	Policy Number					
Personal Financial Informatio	n Supplement					
Company (Check the appropriate ONE.) The Company indicated in this section is referred to as "the Company".	☐ Metropolitan Life Ins ☐ New England Life In ☐ MetLife Insurance C	surance Company		Life Insurance Company er Life Insurance Compan		
This supplement will First Name: Derek	libe attached to and become	•	Identity Type: (Check a	ed. il ⊠insured ⊐ Payor		
	Cast Marrie, moore		that apply.)	Owner		
SECTION I - Income		SECTION II				
Annual Earned Income (in US dollars as	• .	Assets (in US d	•			
Salary or Draw	\$250,000.00	Cash/Cash Equi	valents	\$300,000.00		
Banus/Commissions	\$	Real Estate		\$ <u>6,000,000.00</u>		
Other Earnings	\$	Business Equity	f	\$2,500,000.00		
Source (If government assistance, pl details.)	ease provide	Stacks		\$ <u>100,000.00</u>		
Total Earned Income	\$250,000.00	Bonds	• V	\$		
Spouse's Income	\$	Annuities	11	\$		
Annual Unearned Income (in US dollars as reported to the IRS)		Mutual Funds \$				
Dividends/Interest	\$5,000.00	CD/Money Mari		\$		
Net Rentals	\$50,000.08	Foreign Assets (Note: If more than 20% of total assets are outside the US, supporting		o of		
Other Uneamed Income	4 <u>00,000.00</u>	documentation	may be requested.)	\$		
Source (If government assistance, pl details.)	ease provide	Other Assets 'Artwork and other perso written appraisals available.)		nal property must have 00.000,0012		
Total Unearned Income	Ş 55,000.00	Total Assets		\$9,000,000.00		
SECTION III - Liabilities	()	SECTION IV	- Expenses			
Liabilities (in US dollars)		Expenses				
Mortgages	\$ 3,000,000.00	Annual Recurring utilities, alimony	g Expenses (e.g., rent n or child support, etc.)	nortgage, long-term debi \$		
Personal Loans	3	"Special Expens	es" (if any) (e.g., future	, non-recurring expenses r purchase or repairs,		
Other Total Liabilities	\$\$3,000,000.00	education, medi	urchase/ remodeling, ca ical expenses, etc.) (Blar : assumed to be \$0.)	r purchase or repairs, ik fields for Special		
		Timeframe fo	or Special Expenses (wit	hin how many years) years for education, etc.		
SECTION V						
Net Worth (Total Assets minus Total Liabilities) \$6,000,000.00	Liquid Net Worth that can be turned in	i (The amount of cashinto cash quickly and	h (including checking, sa easily. Include the amo	avings, etc.), and assets ount of the initial premiu ersonal property, persona		
Tax Bracket (%) 40	residence, real esta: substantial penaltie	te, business equity, h	ome fumishings, autos	and assets subject to \$2,500,000.00		

FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE

Non - Participating

copying Prohibited

EXHIBIT H



POLICY NUMBER: 216 002 441 USV

INSURED: DARIA L MOORE

FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE

Non-Participating

Flexible Premiums are payable during the lifetime of the Insured to the Maturity Date. The coverage provided by the Policy may be continued beyond the Maturity Date. If the Insured dies while the Policy is in force, we will pay the Policy Proceeds to the Beneficiary. We must receive proof satisfactory to us of the Insured's death. Any payment will be subject to all of the provisions of the Policy.

THE AMOUNT AND/OR DURATION OF THE DEATH BENEFIT MAY INCREASE OR DECREASE UNDER THE CONDITIONS DESCRIBED IN THE POLICY BENEFITS SECTION OF THE POLICY'S CASH VALUE CAN VARY FROM DAY TO DAY. IT MAY INCREASE OR DECREASE, DEPENDING ON THE SEPARATE ACCOUNT INVESTMENT EXPERIENCE AND THE FIXED ACCOUNT INTEREST. SEE THE SEPARATE ACCOUNT CASH VALUE AND FIXED ACCOUNT CASH VALUE PROVISIONS FOR DETAILS.

RIGHT TO EXAMINE POLICY

Please read this Policy. You may return this Policy to us or to our representative through whom it was purchased within 10 days from the date you receive it. If you return it within this period, we will refund any premium paid and this Policy will be void from the start. If the Policy includes a Long-Term Care Accelerated Coverage Rider, please refer to the Right to Examine the Rider provision for return information.

This Policy is a legal contract between the Owner and MetLife Insurance Company USA. PLEASE READ YOUR CONTRACT CAREFULLY.

Signed for the Company at its Main Administrative Office, Warwick, RI 02887

Stagetollo Jacob M. Jenkelany

ALPHABETIC GUIDE TO YOUR POLICY

Section		Section	
4	Addition, Deletion or Substitution of	5	Loan and Loan Interest Repayments
	Investments	5	Loan Interest Charged
3	Allocation of Net Amount at Risk	1	Maturity Date
6	Allocation of Net Premiums	2	Maturity Benefit
3	Allocation of Partial Withdrawals	- 11	Minimum Payments under Payment Options
7	Annual Report	7	Misstatement of Age or Sex and Corrections
8	Assignments	3	Monthly Cost of Insurance
1	Attained Age	3	Monthly Cost of Insurance Rates
3	Basis of Computation	3	Monthly Cost of insurance Rates Monthly Coverage Expense Charge
8	Beneficiary	3	Monthly Deduction
3	Cash Surrender Value	3	
3	Cash Value	3	Monthly Policy Charge
3	Cash Value After the Maturity Date	3	Mortality and Expense Risk Charge
2	Change in Death Benefit Option		Net Amount at Risk
2	Change in Face Amount	3	Net Investment Factor
8	Change of Owner or Danastic	10	Other Frequencies and Options
9	Change of Owner or Beneficiary	8	Owner
7	Choice of Payment Options; Option Date Claims of Creditors	3	Partial Withdrawals
7	Contract	9	Payee
3		9	Payment
2	Continuation of Insurance	6 .	Payment of Premiums
_	Continuation of the Policy Beyond the	6	Percent of Premium Charge
7	Maturity Date		Planned First Year Lump Sum
2	Conversion Right		Planned Premium
9	Death Benefit Options	1	Planned Premium Due Date
2	Death of Payee	2	Policy Changes
	Definition of Life Insurance	1	Policy Date
1	Definitions	1	Policy Loan Balance
0	Designated Office	2	Policy Proceeds
8	Designation of Owner and Beneficiary	3	Postponement of Payments or Transfers
1	Excess Loan	6	Premium Tax Charge
6	Federal Tax Charge	6	Reinstatement
3	Fixed Account Cash Value	1	Requested Increase
3	Fixed Account Cash Value Guaranteed	8	Requests for Changes or Information
^	Interest Rate	4	Separate Account
3	Fixed Account Partial Withdrawals	3	Separate Account Cash Value
0	and Transfers	3	Separate Account Partial Withdrawals
6	Grace Period	10, 11	Single Life Income
6	Guaranteed Minimum Death Benefit	10	Single Life Income – 10 Year
7	Incontestability		Guaranteed Payment Period
7	Illustration of Benefits	7	Statements in Application
1	Insured	7	Suicide Exclusion
4	Investment Divisions	3	Surrender
1	Investment Start Date	3	Surrender Charge
1	Issue Age	4	Transfers
1	Issue Date	7	Unisex Basis
10, 11	Joint and Survivor Life Income	3	Value of Each Accumulation Unit
9	Life Income Options	3	Variable Accumulation Units
9	Limitations	1	We, Us and Our
5	Loans	1	You and Your
3	Loan Account Cash Value	6	Your Right to Change Allocation

Additional Benefit Riders, Endorsements and Amendments, if any, and copies of the Application follow the final section.

POLICY SPECIFICATIONS

Insured DARIA L MOORE
Policy Number 216 002 441 USV
Policy Date JANUARY 12, 2016
Issue Date JANUARY 12, 2016
Maturity Date* JANUARY 12, 2098

Initial Face Amount \$5,000,000

Issue Age of Insured 39

Sex FEMALE

Risk Classification ELITE NONSMOKER

Death Benefit Option A

Planned First Year Lump Sum \$0

Planned Annual Premium

Payable for 1 Year\$47,206.00Payable for Years 2 through 6\$47,206.00

Guaranteed Minimum Death Benefit Period Chosen
Guaranteed Minimum Death Benefit Period Monthly

Premiums**

5 Years \$2,050.00 20 Years \$2,050.00 To Age 65 \$2,050.00

Policy Plan: Flexible Premium Variable Life Insurance

Benefits - As specified in Policy and in any Rider

Riders Face Amount Risk Classification

OVERLOAN PROTECTION RIDER

To Age 65

The Policy will stay in force during the Guaranteed Minimum Death Benefit Period (referred to as "Guaranteed Period") chosen in the Application if: premium in an amount that is at least equal to the Guaranteed Minimum Death Benefit Monthly Premium for that Guaranteed Period is paid by each monthly anniversary; no loans are taken; no partial withdrawals are made; and no cash value is paid to you to allow the Policy to continue to qualify as a life insurance contract. If no Guaranteed Period was chosen in the Application, we will test to determine whether the five year Guaranteed Period is in effect on each monthly anniversary. In order for a Guaranteed Period to be in effect, the premium requirement for that Guaranteed Period must have been satisfied for each policy month since the Policy Date. See the Guaranteed Minimum Death Benefit provision for a full description of the test made on each monthly anniversary.

^{*} It is possible that insurance coverage may not continue to the Maturity Date even if Planned Premiums are paid in a timely manner

^{**} These premiums will be recalculated and shown on the Policy Specifications for Policy Change page if: any Policy changes are made; any riders are added or removed; there is a change in the Insured's risk classification; or there was a misstatement of age or sex in the Application.

POLICY SPECIFICATIONS (CONTINUED)

Minimum Face Amount \$250,000

Minimum Face Amount Decrease \$5,000.00

Minimum Face Amount Increase \$5,000.00

Maximum Percent Of Premium Charge 2.25% OF EACH PREMIUM PAID

Maximum Premium Tax Charge 2.00% OF EACH PREMIUM PAID

Maximum Federal Tax Charge 1.25% OF EACH PREMIUM PAID

Maximum Monthly Policy Charge #

Months 1-12 \$0.00

Months 13 & Later \$0.00

Maximum Monthly Coverage Expense Charge #

Years 1-8 0.1351 per \$1,000

Years 9 & Later 0.1351 per \$1,000

Maximum Monthly Mortality and Expense Risk

Charge #

Percent of Cash Value in Separate Account

Years 1-10 0.066423464%

Years 11-19 0.029119983%

Years 20-29 0.016651408%

Years 30+ 0.004165712%

Minimum Loan and Partial Withdrawal Amount \$500.00

Maximum Number of Partial Withdrawals Per 12

Policy Year

Maximum Number of Transfers Per Policy Year 4

Maximum Transfer Processing Charge\$25.00Maximum Partial Withdrawal Charge\$25.00

Maximum Fee For Illustration Of Benefits \$25.00

7702 Table 2001 CSO ULTIMATE MORTALITY TABLE FOR A FEMALE

NONSMOKER, AGE NEAREST BIRTHDAY

Basis of Computation Of Minimum Cash Values 2001 CSO ULTIMATE MORTALITY TABLE FOR A FEMALE

NONSMOKER, AGE NEAREST BIRTHDAY

Monthly Discount Factor 1.00246630

If the Policy is reinstated, the period of lapse will not be used in determining the applicable charge on any day after Reinstatement.

POLICY SPECIFICATIONS (CONTINUED)

Loan Interest Rate Charged

Policy Years 1-10	4.0%
Policy Years 11 & Later	3.0%
Loan Interest Rate Credited	3.0%
Fixed Account Cash Value Guaranteed Interest Rate	3.0%
Fixed Account Maximum Allocation Percentage	100%
Fixed Account Maximum Withdrawal Percent Limit	25%

Separate Account

MetLife Variable Life Account A

Coverage will depend on: the amount, timing, and frequency of premium payments; current charges; investment experience of any Investment Divisions you chose, interest credited to any cash value for the Policy that is in the Fixed Account; transfers; Loans taken; partial withdrawals made; and the cost of additional benefits. The Planned Premium may need to be increased to keep the Policy in force.

The Policy will stay in effect after the Maturity Date as long as the Cash Surrender Value remains greater than zero. No charges will be taken on or after the Maturity Date.

Any changes to the Policy's non-guaranteed cost factors (Cost of Insurance Rates, and Policy and Expense charges) will be made only on a class basis and may only be based on changes in our future expectations as to mortality, investment earnings, taxes, expenses, and persistency. Changes will only be made according to procedures and standards filed, if required, with the insurance supervisory official of the state which governs the Policy. Credited interest may be changed at any time. All changes will be made on a prospective basis and will not recoup past losses or distribute past gains.

TABLE OF GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1,000

Insured:

DARIA L MOORE Policy Number:

216 002 441 USV

Date of Coverage:

JANUARY 12, 2016

Ins

Da

Attained Age	Rate	Attained Age	Rate	Attained Age	Rate
Actuality = 1-3		67	1.0915	95	17.7024
39	0.0942	67	1.1885	96	19.9736
40	0.1000	68	1,2950	97	22.3736
41	0.1058	69	1.4125	98	22.7915
42	0.1125	70	1.5481	99	24.2041
43	0.1209	71	1.6999	100	26.4942
44	0.1309	72	1.8648	101	29.0028
45	0.1426	73	2.0462	102	31.8878
46	0.1559	74	2.2475	103	35.1432
47	0.1726	75 70	2.4690	104	38.8726
48	0.1910	76 77	2.7134	105	43.0924
49	0.2110	77	2.9843	106	47.6414
50	0.2344	78	3,2776	107	52.5635
51	0.2603	79	3.6065	108	57.8160
52	0.2896	80	4.0550	109	63.6520
53	0.3214	81	4.5636	110	70.0659
54	0.3548	82	5.0733	111	76.7256
55	0.3908	83	5.6400	112	83.3333
56	0.4326	84	6.2826	113	83.3333
57	0.4762	85	6.8695	114	83.3333
58	0.5231	86	7.7603	115	83.3333
59	0.5701	87 88	8.7003	116	83,3333
60	0.6187	89	9.7133	117	83.3333
61	0.6716	90	10.6571	118	83.3333
62	0.7295	91	11.1384	119	83.3333
63	0.7892		12.0927	120	83.3333
64	0.8539	92	13.5274	121+	0.0000
65	0.9255	93 94	15.3719	,	
66	1.0046	94	15.57 15		

SURRENDER CHARGE SCHEDULE

Insured:

١V

DARIA L MOORE Policy Number:

216 002 441 USV

Date of Coverage:

JANUARY 12, 2016

Beginning of Year*	Maximum Surrender Charge		
1	\$ 70,809.00		
2	70,809.00		
3	70,809.00		
4	70,022.21		
5	60,580.75		
6	51,533.13		
7	46,812.58		
8	41,698.25		
9	31,667.17		
10	15,145.17		
11 & Later	0.00		

A Surrender Charge may be deducted during the first 10 years after the Policy Date and after the Date of Coverage of each Requested Increase. During the surrender charge period, a Surrender Charge will apply: upon surrender; upon lapse; upon a partial withdrawal that decreases the Face Amount; upon a change in Death Benefit Option that decreases the Face Amount; and upon a requested decrease in Face Amount. The Maximum Surrender Charges for the portion of the Face Amount issued on the above Date of Coverage for the first policy month in years 1 through 10: are shown above; and when they decrease, they will decrease linearly (rounded to two decimal places) for other months in years 1 through 10. The Maximum Surrender Charges for each Requested Increase will be shown in a new Surrender Charge Schedule page. A proportionate Surrender Charge will be deducted for partial withdrawals, changes in Death Benefit Option that decrease the Face Amount, and for requested decreases in the Face Amount.

If the Surrender Charge of a rider made a part of the Policy is to be included for the purposes of determining the Surrender Charge applicable to the Policy, that rider will so indicate.

^{*}Measured from the Date of Coverage. If the Policy is reinstated, the period of lapse will not be used in determining the applicable Surrender Charge on any day after Reinstatement.

TABLE OF CORRIDOR FACTORS

Insured:

DARIA L MOORE

Policy Number:

216 002 441 USV

Date of Coverage:

JANUARY 12, 2016

Death Benefit Calculation Test:

GUIDELINE PREMIUM TEST

TABLE OF GUIDELINE PREMIUM CORRIDOR FACTORS

Attained Age	Factor	Attained Age	Factor	Attained Age	Factor
	0.50000	67	1.18000	95	1.01000
39	2.50000	68	1.17000	96	1.01000
40	2.50000	69	1,16000	97	1.01000
41	2.43000	70	1.15000	98	1.01000
42	2.36000	70 71	1.13000	99	1.01000
43	2.29000		1.11000	100	1,01000
44	2.22000	72		101	1.01000
45	2.15000	73	1.09000	102	1.01000
46	2.09000	74	1.07000	103	1.01000
47	2.03000	75	1.05000	104	1,01000
48	1.97000	76	1.05000	105	1.01000
49	1.91000	77	1.05000	106	1.01000
50	1.85000	78	1.05000	107	1.01000
51	1.78000	79	1.05000	108	1.01000
52	1.71000	80	1.05000	109	1.01000
53	1.64000	81	1.05000	110	1.01000
54	1.57000	82	1.05000	111	1.01000
55	1.50000	83	1.05000	112	1.01000
56	1.46000	84	1.05000	113	1.01000
57	1.42000	85	1.05000	114	1,01000
58	1.38000	86	1.05000	115	1,01000
59	1.34000	87	1.05000	116	1,01000
60	1.30000	88	1.05000	117	1.01000
61	1.28000	89	1.05000		1.01000
62	1.26000	90	1.05000	118	1.01000
63	1.24000	91	1.04000	119	1.01000
64	1.22000	92	1.03000	120	
65	1.20000	93	1.02000	121+	1.01000
66	1.19000	94	1.01000		

1. DEFINITIONS

Application

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The application(s) for: the Policy; any riders that are made a part of the Policy; any Policy changes; and any changes, amendments, and supplements. A copy of the Application is attached to the Policy.

Attained Age

The Issue Age plus the number of completed policy years. This includes any period during which the Policy was lapsed.

Cash Value

Equal to the total of: the cash value in the Fixed Account; plus the cash value in the Investment Divisions; plus the cash value in the Loan Account. See the Cash Value provision for details.

Designated Office

Our Home Office or any other office we designate.

Excess Loan

An Excess Loan occurs when the Policy Loan Balance exceeds the Cash Value less any Surrender Charge.

Fixed Account

The Fixed Account is a part of our general account to which you may allocate Net Premiums and transfer amounts. It provides guarantees of principal and interest.

In Writing

In a written form satisfactory to Us and received at our Designated Office.

Insured

The person whose life is insured under the Policy. Shown on the Policy Specifications page.

Investment Division

A sub account of the Separate Account that invests in shares of an open-end management investment company or other pools of investment assets.

Investment Start Date

The date the first Net Premium is applied to the Policy. See the Allocation of Net Premiums provision for details on how the Net Premium is applied. This date will be the later of:

- 1. The Policy Date; and
- 2. The date we receive the first premium at our Designated Office.

Issue Age

The age of the Insured as of his or her birthday nearest to the Policy Date.

Issue Date

The date from which the contestable and suicide periods for the initial coverage are measured. It is shown on the Policy Specifications page.

Loan Account

The account to which we will transfer the amount of any Loan from the Fixed Account and the Investment Divisions.

Maturity Date

The policy anniversary on which the Insured is Attained Age 121.

Monthly Anniversary

The same date in each succeeding month as the Policy Date except that whenever the monthly anniversary falls on a date other than a Valuation Date, the monthly anniversary will be deemed the next Valuation Date. If any monthly anniversary would be the 29th, 30th, or 31st day of a month that does not have that number of days, then the monthly anniversary will be the last day of that month.

Net Premium

The Net Premium equals the premium paid minus: the Percent of Premium Charge; the Premium Tax Charge; and the Federal Tax Charge. The maximum charges are shown on the Policy Specifications page.

Planned First Year Lump Sum The Planned First Year Lump Sum is the amount of premium that you stated in the Application that you intend to pay as a lump sum by the first policy anniversary. This amount is shown on the Policy Specifications page.

Planned Premium

The Planned Premium is the amount you stated in the Application that you intend to pay as a premium on the Planned Premium Due Dates. This amount is shown on the Policy Specifications page. You may change this amount by making a request In Writing.

Planned Premium Due Date The Planned Premium Due Date is based on the Policy Date and the mode in which you choose to pay premiums. If you pay premiums on an annual mode, it is the policy anniversary each year. If you pay premiums on other than an annual mode, it is the policy anniversary and each semi-annual, quarterly or monthly anniversary as applicable.

Policy Date

Policy years, months and anniversaries are all measured from the Policy Date. The Policy Date is shown on the Policy Specifications page.

Policy Loan Balance

The Policy Loan Balance at any time equals the outstanding Loans plus Loan Interest accrued to date.

Requested Increase

An increase in Face Amount that you applied for after the Issue Date.

SEC

The United States Securities and Exchange Commission.

Separate Account

A separate investment account created by us to receive and invest Net Premiums received for the Policy or other policies. The Separate Account is divided into subaccounts that correspond to the Investment Divisions.

Valuation Date

Each day that the New York Stock Exchange is open for trading and the SEC has not restricted trading or declared an emergency. Each Valuation Date ends at the close of regular trading on the New York Stock Exchange. There are no Valuation Dates applicable to the Policy prior to our receipt of the first premium payment.

Valuation Period

The period between the ends of two successive Valuation Dates. Net Premium allocations and requests for transfers, future allocation changes, Loans, partial withdrawals, and surrenders will take effect as of the end of the Valuation Period in which we receive the premium payment or the request In Writing.

You and Your

The Owner of the Policy.

In the Application the words "you" and "your" refer to the proposed insured person(s).

We. Us and Our

MetLife Insurance Company USA.

2. POLICY BENEFITS

Policy Proceeds

The Policy Proceeds are equal to:

- 1. The Death Benefit as described in the Death Benefit Options provision below; plus
- 2. The Total Monthly Cost of Insurance for the portion of the policy month from the date of the Insured's death to the end of that policy month; less
- Any Amount Due under a Grace Period provision as of the date of death; less
- 4. Any Policy Loan Balance.

Definition of Life Insurance

The Policy is intended to qualify as a life insurance contract under the Internal Revenue Code of 1986 as amended (referred to as "the Code") and any regulation or rulings by the Internal Revenue Service. The Code provides two Death Benefit Calculation Tests to determine whether the policy meets the definition of life insurance: the Guideline Premium Test; and the Cash Value Accumulation Test. The Test chosen in the Application cannot be changed. The Table of Corridor Factors page shows the Test chosen for the Policy.

Under both tests, the Death Benefit will not be less than: the Policy's Cash Value; times the applicable Attained Age Factor as shown on the Table of Corridor Factors page. If you chose the Guideline Premium Test, the Table shown on the Table of Corridor Factors page is the Table of Guideline Premium Corridor Factors. The Guideline Premium Corridor Factors are based on the percentages as currently described in Section 7702 of the Code. If you chose the Cash Value Accumulation Test, the Table shown on the Table of Corridor Factors page is the Table of Net Single Premium Corridor Factors.

In order to have the Policy continue to qualify as life insurance under applicable law, including the Code, we reserve the right to:

- Restrict certain changes to the Policy, such as Death Benefit increases; and
- 2. Require the issuance of a new policy in connection with such changes; and
- 3. Make changes to the Policy.

We will give you written notice of any of the above actions.

Death Benefit Options

Prior to the Maturity Date, the Death Benefit depends upon the Death Benefit Option in effect on the date of the Insured's death. The Death Benefit Option in effect is shown on the Policy Specifications page or on the Policy Specifications for Policy Change page, if any.

Death Benefit Option A

The Death Benefit prior to the Maturity Date equals the greater of:

- 1. The Face Amount; and
- 2. The death benefit required by the Guideline Premium Test or the Cash Value Accumulation Test, depending on the Death Benefit Calculation Test chosen in the Application.

Death Benefit Option B

The Death Benefit prior to the Maturity Date equals the greater of:

- 1. The Face Amount plus the Cash Value on the date of death; and
- The death benefit required by the Guideline Premium Test or the Cash Value Accumulation Test, depending on the Death Benefit Calculation Test chosen in the Application.

Death Benefit Option C

Prior to the Insured's Attained Age 65, the Death Benefit equals the greater of:

- The Face Amount plus the Cash Value on the date of death; and
- The death benefit required by the Guideline Premium Test or the Cash Value
 Accumulation Test, depending on the Death Benefit Calculation Test chosen in the
 Application.

Thereafter until the Maturity Date, the Death Benefit equals the greater of:

- 1. The Face Amount; and
- 2. The death benefit required by the Guideline Premium Test or the Cash Value Accumulation Test, depending on the Death Benefit Calculation Test chosen in the Application.

The Face Amount of the Policy will be increased, if necessary, to equal the Death Benefit on the date the Insured becomes Attained Age 65.

If the Face Amount or Death Benefit of a rider made a part of the Policy is to be included for the purposes of calculating the Death Benefit under the above Options, that rider will so indicate.

Any time the Death Benefit minus the Cash Value is greater than the then current Face Amount, we reserve the right to distribute a portion of the Cash Value to you. The amount of the distribution will be the amount required to make the Death Benefit minus the Cash Value after the distribution equal to the then current Face Amount.

Maturity Benefit

If the Insured is living and the Policy is in force on the Maturity Date, you may choose to terminate the Policy and receive the Cash Surrender Value, if it is greater than zero, as a Maturity Benefit.

Continuation of the Policy Beyond the Maturity Date

For Death Benefit Options A and C, if the Cash Surrender Value is greater than zero and the Policy is in force on or after the Maturity Date, the Death Benefit will be the greater of:

- The Face Amount on the date of the Insured's death; and
- 2. The Cash Value on the date of the Insured's death.

For Death Benefit Option B, if the Cash Surrender Value is greater than zero and the Policy is in force on or after the Maturity Date, the Death Benefit will be: the Face Amount on the date of the Insured's death; plus the Cash Value on the date of the Insured's death.

The Policy could lapse after the Maturity Date if there is an Excess Loan. (See the Cash Value, Loan and Loan Interest Repayments, and Grace Period provisions.)

If the Policy is in force on or after the Maturity Date: loans may be taken; and loan repayments, partial withdrawals and transfers may be made.

Please note: the Policy may not qualify as a life insurance contract under the Code on or after the Maturity Date and may be subject to tax consequences. Please consult a tax advisor prior to continuing the Policy beyond its Maturity Date.

Policy Changes

You may request policy changes at any time unless we have stated otherwise in the Policy. We reserve the right to not allow a change in the first policy year and to permit only one change per policy year. The types of changes allowed are explained below.

No change will be made that would result in the Policy not meeting the definition of life insurance under Section 7702 of the Code or any applicable successor provision.

Change In Face Amount

You can change the Face Amount by sending us a request In Writing.

Each requested decrease in Face Amount will be subject to the following:

- The decrease will take effect on the monthly anniversary on or next following our receipt
 of the request at our Designated Office.
- 2. The decrease will reduce the Face Amount in the following order, unless you request a different order in Writing, and unless any rider made a part of the Policy states otherwise:
 - Each Requested Increase in succession, starting with the most recent increase;
 and then
 - b. The remaining Initial Face Amount (excluding any increase in Face Amount resulting from a change in Death Benefit Option); and then
 - c. Any increase in Face Amount resulting from a change in Death Benefit Option.
- 3. The Face Amount after the requested decrease may not be less than the Minimum Face Amount shown on the Policy Specifications page.
- The decrease must be at least equal to the Minimum Face Amount Decrease shown on the Policy Specifications page.
- 5. If the decrease is made during the 12 months following the Policy Date, we will deduct from the Cash Value a portion of the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period associated with the Initial Face Amount. This portion will be the ratio of the amount of the decrease to the Initial Face Amount times the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period.
- 6. If the decrease (including decreases resulting from a change in Death Benefit Option) is made during the 12 months following the Date of Coverage of any Requested Increase we will deduct from the Cash Value a portion of the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period associated with that increase. This portion will be the ratio of the amount of the decrease to the Face Amount increase times the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period.
- 7. A Surrender Charge may apply to the decrease in Face Amount as explained in the Surrender Charge Schedule. This Surrender Charge will be allocated among the Fixed Account and each Investment Division based on the proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account.
- 8. The requested decrease in Face Amount may require a decrease in amounts provided by any riders made a part of the Policy.

Each Requested Increase will be subject to the following:

- We must receive proof satisfactory to us that the Insured is insurable by our standards on the date of the Requested Increase.
- 2. The increase will take effect on the monthly anniversary on or next following our approval of the Requested Increase.
- 3. The increase will be at the risk classification for which the Insured then qualifies.
- The increase must be at least equal to the Minimum Face Amount Increase shown on the Policy Specifications page.
- New insurance must be available under our underwriting rules on the same plan at the age of the Insured on the date of the request.
- 6. The total Face Amount after the increase cannot be greater than our published maximums. We will amend the Policy to show the Date of Coverage for the change in Face Amount.

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Change in Death Benefit Option

After the first policy year and prior to the Maturity Date, you may request a change to the Death Benefit Option. Proof that the Insured is insurable by our standards on the date of the change may be required. The effective date of the change will be the monthly anniversary on or next following the date we receive your request In Writing. On the effective date of this change the Death Benefit payable will not change, but the Face Amount may change. Changes are allowed as follows:

Change from Death Benefit Option A to: Death Benefit Option B; or to Death Benefit
Option C on or prior to Attained Age 60.

The Face Amount of the Policy will be decreased, if necessary, to equal the Death Benefit minus the Cash Value on the effective date of the change. This change may not be made if it would result in a Face Amount for the Policy that is less than the Minimum Face Amount shown on the Policy Specifications page. A Surrender Charge will apply to any decrease in the Face Amount of the Policy as explained in the Surrender Charge Schedule.

The decrease will reduce the Face Amount in the following order, unless any rider made a part of the Policy states otherwise:

- Each Requested Increase in succession, starting with the most recent increase; and then
- b. The remaining Initial Face Amount; and then
- c. Any increase in Face Amount resulting from a change in Death Benefit Option.

A decrease in Face Amount may require a decrease in amounts provided by any riders made a part of the Policy.

2. Change from Death Benefit Option B to: Death Benefit Option A; or to Death Benefit Option C on or prior to Attained Age 60.

The Face Amount of the Policy will be increased, if necessary, to equal the Death Benefit on the effective date of the change.

Change from Death Benefit Option C to Death Benefit Option A.

If this change is made on or prior to Attained Age 65, the Face Amount of the Policy will be increased, if necessary, to equal the Death Benefit on the effective date of the change.

If this change is made after Attained Age 65, the Face Amount will not change.

Change from Death Benefit Option C to Death Benefit Option B.

If this change is made on or prior to Attained Age 65, the Face Amount will not change.

If this change is made after Attained Age 65, the Face Amount of the Policy will be decreased, if necessary, to equal the Death Benefit minus the Cash Value on the effective date of the change. This change may not be made if it would result in a Face Amount for the Policy that is less than the Minimum Face Amount shown on the Policy Specifications page. A Surrender Charge may apply to any decrease in the Face Amount of the Policy as explained in the Surrender Charge Schedule.

The decrease will reduce the Face Amount in the following order, unless any rider made a part of the Policy states otherwise:

- a. Each Requested Increase in succession, starting with the most recent increase; and then
- b. The remaining Initial Face Amount (which includes any increase in Face Amount resulting from a change in Death Benefit Option.

A decrease in Face Amount may require a decrease in amounts provided by any riders made a part of the Policy.

3. CASH VALUES

Cash Value

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The Cash Value of the Policy equals the total of the values in the Fixed Account, the Separate Account and the Loan Account, and is described below. You may access the Cash Value by taking a loan, making a partial withdrawal, or surrendering the Policy.

Fixed Account Cash Value Guaranteed Interest Rate

The interest credited to the cash value in the Fixed Account for a specific day will be at an effective annual rate not less than the Fixed Account Cash Value Guaranteed Interest Rate shown on the Policy Specifications page.

Fixed Account Cash Value

The cash value in the Fixed Account on the Investment Start Date equals: the portion of the initial Net Premium received and allocated to the Fixed Account; less the portion of the Monthly Deductions due from the Policy Date through the Investment Start Date, if any, charged to the Fixed Account.

The cash value in the Fixed Account on any day after the Investment Start Date equals:

- The cash value in the Fixed Account on the preceding Valuation Date, with interest on such value at the current rate; plus
- 2. Any portion of Net Premium received and allocated to the Fixed Account on that day; plus
- 3. Any amounts transferred to the Fixed Account on that day; plus
- 4. Any loan repayments allocated to the Fixed Account on that day; plus
- 5. That portion of any interest credited on an outstanding Loan which is allocated to the Fixed Account on that day;

Less:

- 1. Any amount transferred from the Fixed Account to the Investment Divisions on that day;
- 2. Any partial withdrawal from the Fixed Account on that day;
- 3. Any portion of a Transfer Processing Charge taken from the Fixed Account;
- 4. Any portion of the Surrender Charge taken on that day due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Fixed Account:
- 5. Any portion of the unpaid Monthly Coverage Expense Charges taken on that day due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Fixed Account;
- 6. Any amount transferred from the Fixed Account to the Loan Account on that day;
- 7. If that day is a monthly anniversary, the portion of the Monthly Deduction charged to the Fixed Account to cover the policy month that starts on that day.

The cash value in the Fixed Account can be negative. Interest will not be charged on negative cash value.

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Separate Account Cash Value

The cash value in each Investment Division on the Investment Start Date equals: the portion of the initial Net Premium received and allocated to the Investment Division; less the portion of the Monthly Deductions due from the Policy Date through the Investment Start Date, if any, charged to the Investment Division.

The cash value in each Investment Division on any day after the Investment Start Date equals:

- The cash value in the Investment Division on the preceding Valuation Date times that Investment Division's Net Investment Factor for the current Valuation Period; plus
- Any portion of Net Premium received and allocated to the Investment Division on that day; plus
- 3. Any amounts transferred to the Investment Division from the Fixed Account or from another Investment Division during the current Valuation Period; plus
- 4. Any loan repayments allocated to the Investment Division during the current Valuation Period; plus
- 5. That portion of any interest credited on an outstanding Loan which is allocated to the Investment Division during the current Valuation Period;

Less:

- 1. Any amounts transferred from the Investment Division during the current Valuation Period;
- 2. Any partial withdrawal from the Investment Division during the current Valuation Period:
- 3. Any portion of a Transfer Processing Charge taken from the Investment Division;
- 4. Any portion of the Surrender Charge incurred during the current Valuation Period due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Investment Division;
- 5. Any portion of the unpaid Monthly Coverage Expense Charges taken during the current Valuation Period due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Investment Division;
- 6. Any amount transferred from the Investment Division to the Loan Account during the current Valuation Period;
- 7. If a monthly anniversary occurs during the current Valuation Period, the portion of the Monthly Deduction charged to the Investment Division during the current Valuation Period to cover the policy month that starts during that Valuation Period.

The cash value in an Investment Division can be negative. Interest will not be charged on negative cash value.

Variable Accumulation Units

At the end of a Valuation Date, the current market value of an Investment Division is determined by multiplying that Investment Division's accumulation unit value times the number of Investment Division accumulation units held under the Policy.

The number of Investment Division accumulation units will increase when:

- 1. Any portion of a Net Premium is allocated to that Investment Division;
- 2. Amounts are transferred to that Investment Division; or
- 3. Loans are repaid and credited to that Investment Division.

The number of Investment Division accumulation units will decrease when:

- Any portion of the Monthly Deduction is deducted from that Investment Division;
- 2. A Loan is taken from that Investment Division;
- 3. An amount is transferred from that Investment Division;
- A Transfer Processing Charge is taken from that Investment Division;
- 5. A Surrender Charge is taken from that Investment Division;
- 6. A partial withdrawal is taken from that Investment Division; or
- 7. Any portion of the Coverage Expense Charge is taken from that Investment Division due to a decrease in Face Amount attributable to that Investment Division.

Value of Each Accumulation Unit

The value of an accumulation unit may increase or decrease from one Valuation Period to the next. For any Valuation Period, the value equals 1. times 2., where:

- 1. Equals the value of an accumulation unit for the prior Valuation Period; and
- Equals the Net Investment Factor for that Investment Division for the current Valuation Period.

Net Investment Factor

The Net Investment Factor measures the investment performance of an Investment Division during a Valuation Period. The Net Investment Factor for each Investment Division for a Valuation Period is equal to:

- 1. The value of the assets at the end of the preceding Valuation Period; plus
- The investment income and capital gains---realized or unrealized---credited to the assets during the Valuation Period for which the Net Investment Factor is being determined; less
- 3. The capital losses---realized or unrealized---charged against the assets during the Valuation Period; less
- 4. Any amount charged against the Investment Division for taxes, including any tax or other economic burden resulting from the application of tax laws that we determine to be properly attributable to the Investment Division, or any amount we set aside during the Valuation Period as a reserve for taxes attributable to the operation or maintenance of the Investment Division; divided by
- 5. The value of the assets at the end of the preceding Valuation Period.

Loan Account Cash Value

The cash value in the Loan Account as of the Investment Start Date equals the amount transferred into the Loan Account on that day.

The cash value in the Loan Account on any day after the Investment Start Date is equal to:

- The cash value in the Loan Account on the preceding Valuation Date, with interest at the Loan Interest Rate Credited; plus
- 2. Any amount transferred to the Loan Account from the Fixed Account on that day; plus
- Any amount transferred to the Loan Account from the Investment Divisions on that day; plus
- If that day is a policy anniversary, an amount due to cover the Loan Interest if not paid by you; less
- 5. Any amount transferred from the Loan Account to the Fixed Account on that day; less
- 6. Any amount transferred from the Loan Account to the Investment Divisions on that day.

Cash Value After the Maturity Date

If the Policy is continued beyond the Maturity Date, the Cash Value of the Policy on and after the Maturity Date will be determined in the same manner as described above, except there will be no Monthly Deductions taken. Premiums cannot be paid on or after the Maturity Date, except for payments required under a Grace Period due to an Excess Loan.

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Monthly Deduction

The Monthly Deduction for the following month is deducted on the monthly anniversary; and equals the sum of:

- 1. The Total Monthly Cost of Insurance; plus
- 2. The Monthly Mortality and Expense Risk Charge; plus
- 3. The Monthly Coverage Expense Charge; plus
- 4. The Monthly Policy Charge; plus
- 5. The monthly costs for riders made a part of the Policy, unless otherwise stated in a

The Monthly Deduction for a policy month will be taken from the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account on the monthly anniversary. However, at any time you can choose In Writing to have Monthly Deductions allocated to:

- The Fixed Account or to a specific Investment Division until the cash value in the Fixed Account or that Investment Division is insufficient to cover the entire Monthly Deduction; and then
- To the Fixed Account and the remaining Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account on the monthly anniversary.

You can change the Monthly Deduction allocation by making a request In Writing.

There will be no Monthly Deduction taken on or after the Maturity Date.

Monthly Cost of Insurance

The Monthly Cost of Insurance for the following month is charged as part of the Monthly Deduction and is included in the Total Monthly Cost of Insurance. The Total Monthly Cost of Insurance equals:

- 1. The Net Amount at Risk allocated to the remaining Initial Face Amount (which includes any increase in Face Amount resulting from a change in Death Benefit Option) times the Monthly Cost of Insurance Rate for the Initial Face Amount, divided by 1,000; plus
- 2. If you request any increases in Face Amount, the Net Amount at Risk allocated to each Requested Increase times the Monthly Cost of Insurance Rate for each increase in Face Amount, divided by 1,000.

Net Amount at Risk

The Net Amount at Risk equals:

- For Death Benefit Option A, and for Death Benefit Option C on and after Age 65:
 - a. The greater of: the Face Amount divided by the Monthly Discount Factor shown on the Policy Specifications page; and the Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month times the applicable Attained Age Factor shown in the Table of Corridor Factors; less
 - b. The Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month.
- 2. For Death Benefit Option B, and for Death Benefit Option C prior to Age 65:
 - a. The greater of: the Face Amount divided by the Monthly Discount Factor shown on the Policy Specifications page, plus the Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month; and the Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month times the applicable Attained Age Factor shown in the Table of Corridor Factors; less
 - b. The Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month.

If the Face Amount or Death Benefit of a rider made a part of the Policy is to be included for the purposes of calculating the Net Amount at Risk under the Death Benefit Options, that rider will so indicate.

The Cash Value used in the Net Amount at Risk calculation will not be less than zero.

Allocation of Net Amount at Risk

The Net Amount at Risk will be allocated to the coverages in the following order:

- Each increase in Face Amount in succession, starting with the most recent increase; and then
- 2. To the coverage provided by the remaining Initial Face Amount (which includes any increase in Face Amount resulting from a change in Death Benefit Option).

If the Allocation of Net Amount at Risk is affected by a rider made a part of the Policy, that rider will so indicate.

Monthly Cost of Insurance Rates

At the start of each coverage year, the Monthly Cost of Insurance Rate is calculated for the remaining Initial Face Amount (which includes any increase in Face Amount resulting from a Death Benefit Option Change) and for each Requested Increase. The Monthly Cost of Insurance Rate for each portion of coverage is based on the issue age, risk classification, sex and completed years from the Policy Date for the Initial Face Amount and from the Date of Coverage for each Requested Increase. If the Death Benefit equals a percentage of the Cash Value, any increase in Cash Value will cause an automatic increase in the Death Benefit. The risk classification for such increase will be the same as that used for the most recent Requested Increase, excluding any riders, which required proof that the Insured was insurable by our standards.

The Monthly Cost of Insurance Rates for each portion of coverage will never exceed the rates shown on the Table of Guaranteed Maximum Monthly Cost of Insurance Rates page for that coverage. Any change in the cost of insurance rates will apply to all persons of the same age, sex, and risk classification whose coverage has been in force for the same length of time.

Monthly Coverage Expense Charge

The Policy's Monthly Coverage Expense Charge equals the total of these charges for the Initial Face Amount and for all Requested Increases. The Charge for each portion of coverage equals: the Face Amount of the Policy (excluding any increase in Face Amount resulting from a Death Benefit Option change) or the amount of an increase; times its Monthly Coverage Expense Charge rate for the applicable year; divided by 1,000. The Maximum Monthly Coverage Expense Charge is shown on the Policy Specifications page. A separate Maximum Monthly Coverage Expense Charge will apply to each Requested Increase.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Monthly Coverage Expense Charge on any day after Reinstatement.

Monthly Policy Charge

The Monthly Policy Charge will never exceed the amount shown on the Policy Specifications page.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Monthly Policy Charge on any day after Reinstatement.

Mortality and Expense Risk Charge

The Mortality and Expense Risk Charge will be calculated on each monthly anniversary and will not exceed the Maximum Mortality and Expense Risk Charge shown on the Policy Specifications page times the cash value in the Separate Account at the start of the current monthly anniversary. If the cash value in the Separate Account is negative on a monthly anniversary, the Mortality and Expense Risk Charge will not be deducted for that month.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Mortality and Expense Risk Charge on any day after Reinstatement.

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The Cash Surrender Value of the Policy equals the Cash Value at the time of surrender, less:

- 1. Any Policy Loan Balance;
- Any unpaid Monthly Coverage Expense Charges and Monthly Policy Charges due for 2. the remainder of the first policy year;
- Any unpaid Monthly Coverage Expense Charges and Monthly Policy Charges due for 3. the remainder of the 12-month period following the Date of Coverage of a Requested Increase:
- Any unpaid Monthly Coverage Expense Charges and Monthly Policy Charges due for 4. the remainder of the 12-month period following the Issue Date of any rider made a part of the Policy if that rider so states;
- Any Surrender Charge. 5.

Surrender

Value

You may surrender the Policy for its Cash Surrender Value during the lifetime of the Insured. We will determine the Cash Surrender Value as of the date we receive your request In Writing. The Cash Surrender Value will be paid to you in one sum or placed in an account that earns interest unless you choose in Writing to apply all or part of the proceeds to a Payment Option. (See the Payment Options section).

The Policy will terminate on the monthly anniversary on or next following the date of surrender. The Cash Surrender Value will not be reduced by the Total Monthly Cost of Insurance due on that date for a subsequent policy month.

If the Insured dies on or after the date of surrender and before the termination of the Policy: the surrender will be reversed; and the Cash Surrender Value paid to you will be processed as a Loan. Therefore, the Cash Surrender Value paid to you will be deducted from the Policy Proceeds. (See the Policy Proceeds provision.)

Partial Withdrawals

After the first policy year and subject to the conditions below, you may make a request in Writing for a partial withdrawal from the Cash Surrender Value.

We reserve the right to limit the total amount you may withdraw to 90% of the Cash Surrender Value. See the Allocation of Partial Withdrawals, Fixed Account Partial Withdrawals and Separate Account Partial Withdrawals provisions below for additional limits we may impose on partial withdrawals.

The amount of your partial withdrawal request at any one time must be at least the Minimum Loan and Partial Withdrawal Amount shown on the Policy Specifications page.

No partial withdrawal will be processed which would:

- Reduce the Cash Surrender Value to less than an amount that would cover two 1. Monthly Deductions; or
- Result in the Face Amount, excluding riders, being less than the Minimum Face 2. Amount shown on the Policy Specifications page; or
- Disqualify the Policy as life insurance under the Code and any interpretive regulation or 3. rulings by the Internal Revenue Service.

In each policy year after the first, you may make up to the Maximum Number of Partial Withdrawals shown on the Policy Specifications page as long as the total withdrawal amount (see the first paragraph of this provision) is not exceeded, except with our consent. We reserve the right to change the minimum amounts or the maximum number of partial withdrawals. We also may assess a transaction charge for a withdrawal, not to exceed the Maximum Partial Withdrawal Charge shown on the Policy Specifications page.

The Death Benefit of the Policy will be based on the Face Amount after the partial withdrawal and the reduced Cash Value. The Face Amount of the Policy will be decreased, if necessary, such that the Net Amount at Risk after the partial withdrawal is not greater than the Net Amount at Risk before the partial withdrawal.

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The Face Amount will be decreased in the following order, unless any rider made a part of the Policy states otherwise:

- Each Requested Increase in succession, starting with the most recent increase; and then
- 2. The remaining Initial Face Amount; and then
- 3. Any increase in Face Amount resulting from a change in Death Benefit Option.

If a decrease in Face Amount requires a decrease in the amounts provided by any riders made a part of the Policy, that rider will so indicate.

A Surrender Charge may apply if the Face Amount is decreased as a result of a partial withdrawal.

Allocation of Partial Withdrawals

Subject to the conditions below, partial withdrawals will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value less the cash value in the Loan Account on the date of the partial withdrawal. If the Fixed Account conditions will not allow this proportionate allocation, we will request that you specify an acceptable allocation.

Fixed Account Partial Withdrawals and Transfers

Except with our consent, partial withdrawals and transfers from the Fixed Account can be made once within 30 days after each policy anniversary. The maximum amount of all partial withdrawals and transfers from the Fixed Account in a policy year will, except with our consent, be the greater of 1. and 2., where:

- Equals the portion of the Cash Surrender Value in the Fixed Account at the start of that policy year times the Fixed Account Maximum Withdrawal Percentage Limit, as shown on the Policy Specifications page.
- 2. Equals the previous year's Fixed Account Maximum withdrawal amount.

However, if less than \$50 would remain in the Fixed Account after the withdrawal, you can withdraw the entire portion of the Cash Surrender Value in the Fixed Account.

Separate Account Partial Withdrawals

The maximum amount of a partial withdrawal from any one of the Investment Divisions will be the lesser of 1, and 2, where:

- 1. Equals 90% of the portion of the Cash Surrender Value in that Investment Division at the start of that policy year.
- 2. Equals the amount required to keep the Face Amount, excluding riders, from being less than the Minimum Face Amount.

Surrender Charge

During the surrender charge period, a Surrender Charge will apply: upon surrender; upon lapse; upon a partial withdrawal that decreases the Face Amount; upon a change in Death Benefit Option that decreases the Face Amount; and upon a requested decrease in Face Amount. However, in each policy year you can take partial withdrawals equal to 10% without a Surrender Charge. For example, if you take a partial withdrawal of 6% of the Cash Surrender Value, you can take another 4% of the then current Cash Surrender Value in that policy year without a Surrender Charge, and then Surrender Charges will apply to any future withdrawals in that policy year.

A Surrender Charge will be applied:

- First, with respect to each Requested Increase in succession and the number of months from the Date of Coverage for that increase, starting with the most recent increase; and then
- With respect to the Initial Face Amount (excluding any increase in Face Amount resulting from a Death Benefit Option change) and the number of months from the Policy Date.

The Maximum Surrender Charges for the Initial Face Amount and for any Requested Increase are shown on the Surrender Charge Schedule page for the respective coverage.

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A Surrender Charge will apply to any decrease in Face Amount during the surrender charge period. The amount of Surrender Charge applied because of a decrease in Face Amount is defined on the Surrender Charge Schedule page for the portion of the Face Amount being decreased. The Surrender Charge for a decrease in Face Amount is deducted from the Cash Value on the effective date of the decrease.

The Surrender Charge will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value less the cash value in the Loan Account. If a Surrender Charge is imposed due to a partial withdrawal, it will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the partial withdrawal was allocated among the Fixed Account and the Investment Divisions.

If the Surrender Charge of a rider made a part of the Policy is to be included for the purposes of determining the Surrender Charge applicable to the Policy, that rider will so indicate.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Surrender Charge on any date after Reinstatement.

Continuation of Insurance

If all premium payments cease and the Guaranteed Minimum Death Benefit provision is not in effect, the insurance provided under the Policy, including benefits provided by any rider made a part of the Policy, will continue in accordance with the provisions of the Policy for as long as the Cash Surrender Value is sufficient to cover the Monthly Deductions. (See the Grace Period provision.)

Postponement of Payments or **Transfers**

We will usually pay any amounts payable on Loans, surrenders or partial withdrawals allocated to the Investment Divisions within seven days after we receive the request In Writing. We will usually pay any Death Benefit proceeds within seven days after we receive due proof of claim. Payment of any amount payable from the Investment Divisions on Loans (except when used to pay premiums on policies issued by us), surrenders, partial withdrawals or death may be postponed whenever:

- The New York Stock Exchange is closed (other than customary weekend and holiday closing) or trading on the New York Stock Exchange is restricted as determined by the 1. SEC:
- The SEC, by order, permits postponement for the protection of policy owners; or 2.
- An emergency exists as determined by the SEC, as a result of which disposal of securities is not reasonably practicable or it is not reasonably practicable to determine 3. the value of the net assets of the Separate Account.

Transfers may also be postponed under the circumstances listed above.

We may defer payment of the portion of any amount payable from the Fixed Account on surrender or partial withdrawals for not more than six months. If we defer payment for 30 days or more, we will pay interest, if required by law, at a rate at least equal to the minimum required by the state governing the Policy.

We may defer payment of the portion of any Loan from the Fixed Account for not more than six months, except for payment of premiums to us.

Basis of Computation

The minimum cash values in the Fixed Account are based on:

- The Basis of Computation of Minimum Cash Values table shown on the Policy Specifications page and any Policy Specifications for Policy Change page; and 1.
- Compound interest at an annual rate of not less than the Fixed Account Cash Value Guaranteed Interest Rate shown on the Policy Specifications page. 2.

All values are at least equal to those required by any applicable law of the state that governs the Policy. We have filed a detailed statement, if required, of the method of calculating cash values and reserves with the insurance supervisory official of that state.

4. SEPARATE ACCOUNT PROVISIONS AND TRANSFERS

Separate Account

The variable benefits under the Policy are provided through investments in the Separate Account. This account is used for flexible premium variable life insurance policies and, if permitted by law, may be used for other policies or contracts as well.

We hold the assets of the Separate Account. These assets are held separately from the assets held in our general account (which includes the Fixed Account). Income, gains and losses—whether or not realized—from assets allocated to the Separate Account will be credited to or charged against the Separate Account without regard to our other income, gains or losses.

The portion of the assets held in the Separate Account equal to the reserves and other policy liabilities with respect to the Separate Account will not be charged with liabilities that arise from any other business we may conduct. We have the right to transfer to our general account any assets of the Separate Account that exceed the reserves and other policy liabilities of the Separate Account.

The Separate Account is registered with the Securities and Exchange Commission as a unit investment trust under the Investment Company Act of 1940. The Separate Account is also subject to the laws of the state of Delaware. To the extent required by law, the investment policy of the Separate Account will not be changed without the approval of the Insurance Commissioner of the State of Delaware. If required, the approval process is on file with the insurance supervisory official of the state that governs the Policy.

Investment Divisions

The Separate Account has multiple Investment Divisions. The Investment Divisions invest in shares of registered investment companies or other pools of investment assets.

Income, gains and losses---whether or not realized---from the assets of each Investment Division are credited to or charged against that Investment Division without regard to income, gains or losses in other Investment Divisions or in the Fixed Account.

We will value the assets of each Investment Division at the end of each Valuation Period.

The values and benefits of the Policy depend on: the investment performance of the Investment Divisions; and the interest credited to the Fixed Account. We do not guarantee the investment performance of the Investment Divisions. You bear the investment risk for amounts invested in the Investment Divisions for the Policy.

Addition, Deletion or Substitution of Investment Divisions

As permitted by law, we can add or remove shares of a fund that are held by the Separate Account or that the Separate Account may purchase. When a change is made, we will send you: a prospectus supplement or a revised prospectus for the Separate Account which will describe all of the funds then available for the Policy in the Separate Account or its successor or any other investment company in which the Separate Account is invested; and any notice required by law.

When shares of a fund are removed, we have the right to substitute a different fund in which the Investment Division will then invest:

- 1. The value of the removed shares of the fund; and
- 2. Future net premiums applied to that Investment Division.

The investment policy of the Separate Account will not be changed unless the change has been approved by the Insurance Commissioner of the State of Delaware, if required. We have filed a statement of the approval process with the insurance supervisory official of the state that governs the Policy, to the extent required by law.

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Transfers

If the Policy is in force and you have not exercised your Conversion Right, 20 days after the initial Net Premium is applied to the Policy, you may transfer amounts as follows:

- Between the Fixed Account and the Investment Divisions; and
- 2. Among the Investment Divisions.

These transfers will be subject to the following conditions:

- 1. We must receive a request for transfer In Writing.
- The transfer request must be expressed as a dollar amount or as a percentage in whole numbers.
- The minimum amount of the transfer must be equal to the lesser of \$50 or the total amount the Fixed Account or Investment Division that the transfer is being made from.
- 4. We may impose a charge for each transfer not to exceed the Maximum Transfer Processing Charge shown on the Policy Specifications page.
- 5. We reserve the right to limit the number of transfers in each policy year to the Maximum Number of Transfers per Policy Year shown on the Policy Specifications page.
- 6. The maximum amount of all transfers and partial withdrawals from the Fixed Account (the Fixed Account Maximum) in any policy year will be the greater of a. and b., where:
 - Equals the portion of the Cash Surrender Value in the Fixed Account at the start of that policy year, times the Fixed Account Maximum Withdrawal Percent Limit shown on the Policy Specifications page; and
 - b. Equals the previous policy year's Fixed Account Maximum withdrawal amount.

However, if less than \$50 would remain in the Fixed Account after the transfer, you can transfer the remainder to the Investment Divisions.

The Fixed Account cash value immediately after any transfer to the Fixed Account cannot exceed c. times d., where:

- c. Equals the Fixed Account cash value plus the Separate Account cash value; and
- d. Is the Fixed Account Maximum Allocation Percent as shown on the Policy Specifications page.

All transfers that occur on the same day are counted as one transfer for the purpose of determining: any charge under item 4 above; and the number of transfers made in a policy year under item 5 above.

Your right to make transfers is subject to limitations or modifications by us if we determine, in our sole opinion, that the exercise of the right by one or more owners with interests in the Investment Division is, or would be, to the disadvantage of other owners. Restrictions may be applied in any manner reasonably designed to prevent any use of the transfer right that we consider to be to the disadvantage of other owners. A limitation or modification could be applied to transfers to and from one or more of the Investment Divisions and could include, but is not limited to:

- 1. The requirement of a minimum time period between each transfer;
- 2. Not accepting a transfer request from a third party acting under authorization on behalf of more than one owner;
- Limiting the dollar amount that may be transferred by an owner between the Investment Divisions at any one time; or
- Requiring that a transfer request be provided In Writing and signed by the owner.

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5. LOANS

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Upon your request In Writing, you may borrow no more than the Loan Value (defined below) of the Policy while it is in force.

The Loan Value on the date the loan is made equals:

- 1. The Cash Value; less
- 2. Any Policy Loan Balance; less
- 3. Loan interest to the next policy anniversary; less
- 4. The most recent Monthly Deduction charged, times the number of policy months to the next policy anniversary; less
- 5. Any Surrender Charge; plus
- Interest at the Fixed Account Cash Value Guaranteed Interest Rate credited to the next policy anniversary.

The amount of each loan request must be at least equal to the Minimum Loan and Partial Withdrawal Amount shown on the Policy Specifications page. The Policy will be the sole security for such Loan.

You may allocate the Loan among the Fixed Account and the Investment Divisions. If you do not specify the allocation, then the Loan will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account, on the date of the Loan.

Cash value equal to the Loan allocated to the Fixed Account and each Investment Division will be transferred to the Loan Account and will earn interest at an annual effective rate not less than the Loan Interest Rate Credited shown on the Policy Specifications page. Interest earned on the cash value in the Loan Account will remain in the Loan Account until: we receive a loan repayment; a new Loan is made; the Policy enters the Grace Period; or the next policy anniversary. Upon any of these events, the interest earned on the Loan Account will be transferred to the Fixed Account and the Investment Divisions in proportion to the cash value in each.

Loan Interest Charged

Interest on loans will be charged at the Loan Interest Rate Charged applicable to the Policy Year as shown on the Policy Specifications page. This is a fixed loan interest rate. The loan interest is due each year on the policy anniversary.

If you do not pay the loan interest when it is due on a policy anniversary: an amount of cash value equal to the loan interest will be added to the existing loan; interest will be charged on it; and it will be allocated to the Loan Account. The amount transferred will be deducted from the Fixed Account and the Investment Divisions in the same proportion that the cash value in each bears to the total Cash Value, less the cash value in the Loan Account.

Any payment we receive will be applied as a premium payment unless it is clearly marked as a Loan repayment.

You may repay the Policy Loan Balance in whole or in part at any time before the death of the Insured while the Policy is in force. When a loan repayment is made, an amount equal to the loan repayment will be transferred from the Loan Account to the Fixed Account and the Investment Divisions in the same proportion that the cash value in each bears to the total Cash Value, less the cash value in the Loan Account.

If there is an Excess Loan (see the Definitions page), we will mail a notice to your last known address and that of any assignee of record. We will allow you a Grace Period for payment of the excess due. If the excess due remains unpaid at the end of the Grace Period, the Policy will lapse without value. The Grace Period will end 62 days from the date the notice is sent.

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Loan and Loan Interest Repayments

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6. PREMIUMS AND GRACE PERIOD

Payment of Premiums

The first premium is due as of the Policy Date. While the Insured is living, premiums after the first must be paid at our Designated Office. A premium receipt will be furnished upon request. The Policy will not be in force until the first premium is paid.

Prior to the Maturity Date, premiums may be paid in any amount and at any interval subject to the following conditions:

- 1. Any premium payment must be at least \$50.00.
- If you chose the Guideline Premium Test, total premiums paid in any policy year may not exceed an amount that would cause the Policy to fail the definition of life insurance as defined by Section 7702 of the Code or any applicable successor provision.

The Planned Premium amount cannot be increased if payment of the increased planned premium would cause the Policy to fail to satisfy the definition of life insurance as defined by Section 7702 of the Code or any applicable successor provision.

If we receive a premium that causes the Death Benefit to increase by an amount that exceeds that Net Premium, we reserve the right to refuse that premium payment. We may require additional evidence of insurability before we accept that premium payment.

Premiums cannot be paid on or after the Maturity Date, unless they are required under a Grace Period provision.

Unless you request otherwise In Writing, any payment that we receive will be used as a premium payment.

Percent of Premium Charge

A Percent of Premium Charge will be deducted from each premium submitted. The maximum charge is shown on the Policy Specifications page.

Premium Tax Charge

A Premium Tax Charge will be deducted from each premium submitted. The maximum charge is shown on the Policy Specifications page.

Federal Tax Charge

A Federal Tax Charge will be deducted from each premium submitted. The maximum charge is shown on the Policy Specifications page.

Allocation of Net Premiums

You may allocate the Net Premiums among the Fixed Account and the Investment Divisions. No less than 1% of the Net Premium may be allocated to the Fixed Account or any Investment Division. Percentages must be in whole numbers. The cash value in the Fixed Account immediately after payment of the premium cannot exceed 1, times 2, where:

- 1. Equals the Fixed Account cash value plus the Separate Account cash value.
- Equals the Fixed Account Maximum Allocation Percent as shown on the Policy Specifications page. We may modify the Fixed Account Maximum Allocation Percent at any time.

The initial allocation is shown on the Application.

The Policy's first Net Premium is invested in the Fixed Account as of the Investment Start Date. Twenty days after the first Net Premium is applied to the Policy, the Cash Value will be allocated to the Fixed Account and/or the Investment Divisions according to the allocations you chose on the Application. Before the Cash Value is transferred from the Fixed Account, the values and benefits of the Policy will depend on the interest credited to the Fixed Account. After the Cash Value is transferred from the Fixed Account, each Net Premium will be allocated to the Fixed Account and/or the Investment Divisions according to the allocations you have chosen as of the date we receive the premium at our Designated Office.

Your Right to Change Allocation

While the Policy is in force, you may change the allocation of future Net Premiums among the Fixed Account and/or the Investment Divisions as outlined in the Allocation of Net Premiums provision. The change in allocation percentages will take effect when we receive your request In Writing.

Guaranteed Minimum

On each monthly anniversary, we will compare 1. to 2. for each Guaranteed Minimum Death Benefit Period (referred to as "Guaranteed Period") applicable to the Policy, where:

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Death Benefit

- Equals the sum of the Guaranteed Minimum Death Benefit Monthly Premiums for each applicable Guaranteed Period for each monthly anniversary since the Policy Date; and
- Equals the total premiums paid to date less: all partial withdrawals; any cash value paid
 to you to allow the Policy to continue to qualify as a life insurance contract; and any
 outstanding Loans.

If 2. is greater than or equal to 1. for at least one applicable Guaranteed Period, the Policy will not lapse, even if the Cash Surrender Value is insufficient to pay the Monthly Deduction.

If, based on the total premium paid, the Policy qualifies for a longer Guaranteed Period than the one chosen in the Application, the longer Guaranteed Period will be in effect. The Policy will qualify for a longer Guaranteed Period only if the premium requirement for that Guaranteed Period has been satisfied for each policy month since the Policy Date.

If the premium requirement for the Guaranteed Period chosen in the Application is not met: the Guaranteed Period chosen will no longer be in effect; and the next shorter Guaranteed Period for which the premium requirement has been met since the Policy Date, if any, will be in effect.

The Guaranteed Minimum Death Benefit Monthly Premium may change if any of the following occurs:

- A change in Face Amount; or
- 2. The addition or deletion of, or change to, a rider made a part of the Policy; or
- 3. A change in Death Benefit Option; or
- 4. A misstatement of age or sex in the Application; or
- A change in the Insured's risk classification. This may also affect the Guaranteed Period.

We will send you a revised Policy Specifications page reflecting the new Guaranteed Minimum Death Benefit Monthly premium.

If the Guaranteed Minimum Death Benefit ends because the premium requirement has not been met while the Policy is in force, the Guaranteed Period that was in effect immediately prior to the expiration of the Guaranteed Minimum Death Benefit can be reinstated within nine months, provided that the Policy remains in force. Sufficient premiums must be paid to satisfy the cumulative premium requirement for the applicable Guaranteed Period at the time of reinstatement.

If the Policy lapses during the first five policy years, only the Five-Year Guaranteed Period will be reinstated if the Policy is reinstated during the first five policy years. If the Policy lapses after the first five policy years, the Guaranteed Minimum Death Benefit provision will terminate and no Guaranteed Period can be reinstated if the Policy is reinstated.

We will send you a notice if the Guaranteed Minimum Death Benefit Monthly premium requirement for the Guaranteed Period you chose has not been met. The notice will state the amount of premium that has to be paid in order to retain the guarantee and whether, in the absence of payment, the Policy would qualify for the next shorter Guaranteed Period. If the premium required to keep your chosen Guaranteed Period in effect is not paid within 62 days of the notice, that guarantee will end. If the Policy qualifies for a shorter Guaranteed Period, that will become the new Guarantee Period.

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Grace Period

If, on a monthly anniversary during an applicable Guaranteed Period, the Policy does not meet any applicable Guaranteed Minimum Death Benefit premium requirement and the Cash Surrender Value is less than the next Monthly Deduction, a Grace Period of 62 days will be allowed for the payment of a premium sufficient to keep the Policy in force (referred to as the "Amount Due").

After the termination of the last applicable Guaranteed Period, if the Cash Surrender Value is less than the next Monthly Deduction on a monthly anniversary, a Grace Period of 62 days will be allowed for the payment of the Amount Due.

At the start of the Grace Period, notice of the Amount Due will be sent to your last known address and to any assignee on record. The Amount Due is the amount required to pay the Monthly Deduction, or the amount required to meet a Guaranteed Minimum Death Benefit premium requirement (if applicable), whichever is less. If we do not receive the Amount Due by the end of the Grace Period, the Policy will lapse at the end of that 62-day period and it will then terminate without Cash Surrender Value. If the Insured dies during the Grace Period, any Amount Due will be deducted from the Death Benefit.

Reinstatement

If the Policy has not been surrendered, you may reinstate your lapsed Policy prior to the Maturian Date and within three years after the date of lapse. To reinstate, you must submit a request In Writing and the following:

- 1. Proof satisfactory to us that the Insured is insurable by our standards.
- 2. Payment of the Monthly Deductions and Loan Interest due and unpaid at the time of lapse
- 3. Payment of an amount large enough to keep the Policy in force for at least two months.

The Insured must be alive on the date we approve the request for reinstatement. If the Insured is not alive, such approval is void.

The reinstated Policy will be in force from the date we approve the reinstatement application. There will be a full Monthly Deduction for the policy month in which we approve the reinstatement application.

Any Loans in effect at the time of lapse may be repaid or reinstated.

The Surrender Charge, Maximum Monthly Coverage Expense Charge and Maximum Monthly Policy Charge at the time of Reinstatement will be those in effect at the time of lapse. The Cash Value following Reinstatement will include the amount of any Surrender Charge imposed at the time of lapse.

Reinstatement of the Minimum Death Benefit Guarantee is limited as described in the Minimum Death Benefit Guarantee provision.

Riders can be reinstated only as stated in the rider or with our consent.

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7. GENERAL PROVISIONS

We have issued the Policy in consideration of the Application and payment of premiums. The Policy, the Application, any riders, and any endorsements comprise the entire contract and are made a part of the Policy when you accept the insurance applied for. The Policy may be changed by mutual agreement. Any change must be in writing and approved by our President or Secretary. Our representatives have no authority to alter or modify any terms, conditions, or agreements of the Policy, or to waive any of its provisions.

All statements made by the Insured or on his or her behalf, or by the applicant, will be deemed representations and not warranties. Material misstatements will not be used to void the Policy, any rider or any increase in Face Amount or to deny a claim unless made in the Application.

To the extent permitted by law, neither the Policy nor any payment under it will be subject to the claim of creditors or to any legal process.

While the Policy is in force during the first two policy years, you have a one-time right to exchange the Policy to a new permanent fixed benefit life policy on the life of the Insured, without proof of insurability. We, or an affiliate that we name, will issue the new policy on the following basis:

- 1. The new policy will have the same Policy Date and Issue Date as this Policy;
- 2. The Face Amount of the new policy may not be greater than the Face Amount, exclusive of riders, of this Policy on the exchange date;
- 3. The cost of insurance rates for the new policy will be based on the Insured's age, smoker status, sex, and risk classification in effect on the Issue Date of this Policy, or the class we determine is the closest to it if that class is not offered on the new policy;
- 4. The new policy will be a permanent fixed benefit plan agreed to by the issuing company, to the extent available for sale by that company on the exchange date and subject to any limits under Federal income tax and other applicable rules;
- 5. The Cash Value of this Policy will be transferred to the new policy as of the exchange date;
 - 6. Any premium from this Policy that is in excess of the premium due, if any, for the new policy may be applied as an advance premium. If the conversion results in an increase in cash value, the increase will be payable by you. If a decrease in cash value results, we will return such amount to you;
 - Any Loan and loan interest due on the exchange date must be repaid prior to the issue of the new policy;
 - 8. Any riders attached to this Policy will be attached to the new policy only if available for such policy;
 - 9. The new policy will be subject to any assignments and limitations to which this Policy is subject.

Misstatement of Age or Sex and Corrections

If we determine during the first policy year that there was a misstatement of age or sex in the Application, the Policy values and charges will be recalculated from the Issue Date based on the correct information.

If we determine after the first policy year that there was a misstatement of age or sex in the Application, the amount of the Death Benefit will be that which would be purchased by the most recent Monthly Deduction at the correct age and sex.

If we make any payment or Policy changes in good faith, relying on our records or evidence supplied to us, our duty will be fully discharged. We reserve the right to correct any errors in the Policy.

Unisex Basis

If the Policy is issued on a unisex basis, all rates, benefits and values that contain differences based on sex are modified to provide the same for males and females.

Incontestability

We cannot contest the initial coverage after the Policy has been in force during the lifetime of the Insured for two years from its Issue Date. We cannot contest a Requested Increase with regard to material misstatements made concerning such increase after it has been in force during the lifetime of the Insured for two years from its Date of Coverage. We cannot contest a Death Benefit increase caused by a premium payment that required evidence of insurability after it has been in force during the lifetime of the Insured for two years from the date we received the premium payment. We cannot contest a Death Benefit increase caused by a change in Death Benefit Option that required evidence of insurability after it has been in force during the lifetime of the Insured for two years from its Date of Coverage. This provision will not apply to any rider that contains its own incontestability clause.

If the Policy was issued as the result of the exercise of an option given in another policy and proof of insurability was not required, the contestable period applicable to the coverage resulting from the option exercise will end at the same time as it would have under the original policy.

Suicide Exclusion

If the Insured dies by suicide, while sane or insane, within two years from the Issue Date, the amount payable will be limited to: the amount of premiums paid less any partial withdrawals; or, if greater and required by law, the reserve; less any Policy Loan Balance on the date of death. If the Insured dies by suicide, while sane or insane, after the first two policy years and within two years of the Date of Coverage of any Requested Increase: the increase will not be in effect; and the portion of Monthly Deduction attributable to the increase will be added to the Cash Value prior to the calculation of the Death Benefit.

If the Policy was issued as the result of the exercise of an option given in another policy and proof of insurability was not required, the suicide period applicable to the coverage resulting from the option exercise will end at the same time as it would have under the original policy.

Annual Report

Each year, or more often if required by law or regulation, we will send you a report that shows: the Death Benefit; current Policy values; surrenders; premiums paid and deductions made since the last report; any Policy Loan Balance; any Death Benefit Guarantee in effect; and any other information required by law or regulation.

Illustration of Benefits

You may make a request In Writing for an illustration of benefits. We may charge a small fee for any requested illustration after the first in each policy year. This fee will not exceed the Maximum Fee for Illustration of Benefits shown on the Policy Specifications page.

8. PERSONS WITH AN INTEREST IN THE POLICY

Owner

The Owner of the Policy is named in the Application. The Owner can be changed before the death of the Insured. The new Owner will succeed to all rights of the Owner, including the right to make a further change of Owner. If there is more than one Owner, all must exercise the rights of ownership by joint action. Ownership may be changed in accordance with the Change of Owner or Beneficiary provision.

The Owner may be the Insured or someone else, and may be a person, a partnership, a corporation, a fiduciary or any other legal entity. At the death of the Owner, his or her estate will be the Owner, unless a successor Owner has been named. The rights of the Owner will end at the death of the Insured.

Beneficiary

The Beneficiary is the person or entity named to receive the Policy Proceeds. The initial Beneficiary is named in the Application. You may change the Beneficiary before the death of the Insured; however, an irrevocable Beneficiary cannot be changed without his or her consent. The Beneficiary can be a person, a corporation, a partnership, a fiduciary or any other legal entity. A person must survive the Insured to qualify as Beneficiary. If none survives, the proceeds will be paid to the Owner.

Any payment we make will terminate our liability with respect to such payment.

Change of Owner or Beneficiary

During the Insured's lifetime you may change the Owner and Beneficiary designations, subject to any restrictions as stated in the Owner and Beneficiary provisions. You must make the change In Writing. Once it is recorded, the change will take effect as of the date you signed the request, whether or not the Insured is living when we receive your request. The change will be subject to any assignment of the Policy or other legal restrictions. It will also be subject to any payment we made or action we took before we recorded the change. A change of Owner will void any prior Beneficiary designation.

Assignments

If you make an absolute assignment of the Policy, the assignee will be the new Owner and Beneficiary. A collateral assignment of the Policy by you is not a change of Owner or Beneficiary; but their rights will be subject to the terms of the assignment. Assignments will be subject to all payments made and actions taken by us before a signed copy of the assignment form is recorded by us at our Designated Office. We will not be responsible for determining whether or not an assignment is valid.

Designation of Owner and Beneficiary

A numbered sequence can be used to name successive Owners or Beneficiaries. Cobeneficiaries will receive equal shares unless otherwise stated.

In naming Owners or Beneficiaries, unless otherwise stated:

- 1. "Child" includes an adopted or posthumous child;
- "Provision for issue" means that if a Beneficiary does not survive the Insured, the share of the Policy Proceeds for that Beneficiary will go to his or her living issue by right of representation; and
- 3. A family relation such as "wife", "husband" or "child" means relation to the Insured.

At the time of payment of benefits, we can rely on an affidavit of any Owner or other responsible person to determine family relations or members of a class.

Requests For Changes or Information

All requests for change or information must be submitted In Writing.

9. PAYMENT OF POLICY BENEFITS

Payment

Unless otherwise requested, we may pay the Policy Proceeds when the Insured dies to the Payee in one sum or by placing the amount in an account that earns interest. The Payee will have immediate access to all or any part of the account. We will pay interest on the proceeds from the date they become payable to the date of payment as stated above, if required by law.

On request, all or part of the proceeds payable in one sum at the death of the Insured can be applied to any Payment Option at the choice of the Payee. Further, with our consent, any Payee who is entitled to receive proceeds in one sum when a Payment Option ends, or at the death of a prior Payee, or when the proceeds are withdrawn, can choose to apply the proceeds to a Payment Option.

Choice of Payment Options; Option Date

The choice of a Payment Option and the naming of the Payee must be In Writing. You can make, change or revoke the choice before the death of the Insured. The Option Date is the effective date of the Payment Option, as chosen.

When a Payment Option starts, a contract will be issued by us or by an affiliate that will describe the terms of the Option.

Payee

A Payee is a person, a corporation, a partnership, a fiduciary or any other legal entity entitled to receive the Policy Proceeds or surrender proceeds in one sum or under a Payment Option.

If the Payee is not a natural person, the choice of a Payment Option will be subject to our approval. A collateral assignment will modify a prior choice of a Payment Option. The amount due any assignee will be payable in one sum and the balance will be applied under the Payment Option.

Life Income Options

Guaranteed Life Income Options are based on the age of the Payee on the Option Date. We will require proof of age. The Life Income payments will be based on the rates shown in the Life Income Tables; or, if they are greater, our Payment Option rates on the Option Date. If the rates at a given age are the same for different periods certain, the longest period certain will be deemed to have been chosen.

Death of Payee

Amounts to be paid after the death of a Payee under a Payment Option will be paid as due to the successor Payee. If there is no successor Payee, amounts will be paid in one sum to the estate of the last Payee to die. If a Payee under a Life Income Option dies within 30 days after the Option Date, the amount applied to the Option, less any payments made, will be paid in one sum, unless a Payment Option is chosen.

Limitations

If installments under an Option would be less than \$50, proceeds can be applied to a Payment Option only with our consent.

10. PAYMENT OPTIONS

Single Life Income

Monthly payments will be made during the lifetime of the Payee.

Single Life Income – 10 Year Guaranteed Payment Period Monthly payments will be made during the lifetime of the Payee with a guaranteed payment period of 10 years.

Joint and Survivor Life Income

Monthly payments will be made:

- 1. While either of two Payees is living, called "Joint and Survivor Life Income", or
- While either of two Payees is living, but for at least 10 years, called "Joint and Survivor Life Income, 10 Years Certain".

Other Frequencies and Options

Other Payment Options and payment frequencies may be arranged with us.

11. LIFE INCOME TABLES

Minimum Payments under Payment Options Monthly payments for each \$1,000 applied will not be less than the amounts shown in the following tables. On request, we will provide additional information about amounts of minimum payments.

Single Life Income

Payee's Age	Life Inco	ome	10 Year Guaranteed Payment Per		
	Male	Female_	Male	Female	
50	\$2,83	\$2.65	\$2.82	\$2.64	
55	3.11	2.89	3,10	2.88	
60	3.47	3.19	3.44	3.18	
65	3.92	3.59	3.87	3.56	
70	4.54	4.11	4.43	4.05	
75	5.40	4.83	5.13	4.69	
80	6.57	5.86	5,96	5.53	
85	8.20	7.37	6.87	6.52	
90 & over	10.48	9.62	7.72	7.52	

Joint and Survivor Life Income

Age of Both Payees	Joint and Survivor	Joint and Survivor, 10 Years Certain
·	One Male and One Female	One Male and One Female
50	\$2.43	\$2.43
5 5	2.63	2.63
60	2.87	2.87
65	3.17	3.17
70	3,58	3.57
75	4,12	4.11
80	4,87	4.82
85	5,94	5.76
90 & over	7 47	6.84

OVERLOAN PROTECTION RIDER

MetLife Insurance Company USA

This Rider is a part of the Policy if it is listed on the Policy Specifications page or on the Policy Specifications for Policy Change page. A copy of the application for this Rider is attached to and made a part of this Rider.

Overloan Protection Benefit

When the Overloan Protection Benefit is active, the Policy will not lapse even if the Cash Value is insufficient to pay the Monthly Deduction. The Death Benefit will be reduced by the Policy Loan Balance.

Activation of this Benefit

While this Rider is in force, we will send you a notification that you can choose to activate the Overloan Protection Benefit if the following conditions have been met:

- 1. The Policy has been in force for at least 15 policy years;
- The Insured is at least Attained Age 75 (if this Rider is attached to a survivorship policy, the younger Insured must be at least Age 75),
- 3. The Policy Loan Balance is greater than both:
 - a. The Face Amount of the Policy; and
 - The Cash Value times the Minimum Percentage shown on the Rider Specifications page; and
- On the date we receive your request In Writing to activate this Rider, the Policy Loan Balance is less than or equal to the Maximum Percentage shown on the Rider Specifications page times: the Cash Value less the surrender charge and the Rider Charge;
- 5. The aggregate amount of premiums paid for the Policy, less the aggregate amount received under the Policy to the extent that such amount was excludable from gross income, have been withdrawn;
- 6. The Death Benefit Option in effect on the date we receive your request In Writing to activate this Rider must be Option A;
- 7. The Cash Value less the Surrender Charge must be sufficient to cover the Rider Charge described below: and
- The Policy is not a Modified Endowment Contract as defined in Section 7702A of the Internal Revenue Code of 1986, and the exercise of the Rider would not cause the Policy to become a Modified Endowment Contract.

If you want to activate this Rider, you must make a request In Writing within 30 days after we mail the notification.

Effect on the Policy

Activating the Overloan Protection Benefit will have the following effects on the Policy:

- 1. The Cash Value in the Investment Divisions will immediately be transferred to the Fixed Account, with no Transfer Processing Charge;
- 2. Transfers from the Fixed Account will not be allowed;
- 3. Policy changes will not be allowed;
- 4. Premium payments will not be accepted;
- 5. New loans (other than capitalized interest), partial withdrawals and surrenders will not be allowed;
- 6. No further Monthly Deductions will be taken;
- 7. All other riders that are a part of the Policy will be terminated, and new riders cannot be added to the Policy.

Rider Charge

There is no charge for this Rider before you activate it. A one-time non-refundable charge will be deducted from the Cash Value when this Rider is activated prior to Attained Age 100. The charge equals: the Cash Value on the date we receive your request In Writing to activate this Rider, times the Overloan Protection Rate shown on the Rider Specifications page.

Deactivation of this Benefit

You can deactivate this Rider by making a request In Writing. On the date we receive your request In Writing, any riders that were terminated will remain terminated, and no new riders can be added to the Policy. Any other changes that were made to the Policy as a result of activating this Rider will no longer apply. Monthly Deductions will be taken on each monthly anniversary following the date of deactivation.

You can subsequently request activation of this Rider. Activation is subject to the conditions listed in the "Activation of this Benefit" provision.

Termination

This Rider will terminate upon the earlier of:

- The termination of the Policy; and 1.
- The monthly anniversary on or next following our receipt of your request In Writing to 2. terminate this Rider.

The Issue Date of this Rider and Policy are the same unless another Issue Date is shown on the Policy Specifications for Policy Change page.

MetLife Insurance Company USA

5E-5OP-06

RIDER SPECIFICATIONS FOR OVERLOAN PROTECTION RIDER

Insured:

DARIA MOORE L

Policy Number:

216 002 441 USV

Risk Classification:

ELITE NONSMOKER

Minimum Percentage:

95.00%

Maximum Percentage:

99.50%

Overloan Protection Rate:

3.50%

MetLife

Policy Number

216002441

CTION 1 - About the F r Additional Insureds please ist Name aria					
st Name	complete the Addis-				
		onal Insureds Sup Middle Name	plement form. Last Name Moore		
rmanent Address 36 Oyster Reef Lane		City Mt.	Pleasant	Stage sc	Zip 29466
ountry of Legal Residence BA		Date of Birth 1977-02-22		E-Mail Address darialynmoore@yah	100
mary Phone Number 27) 373-8863	Alternate Phone Num	ber Preferred Time to Call	From RAM 9:00 FAM	To []AW 5	ex Male
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CTION II - About the COUNTY - TRUST / BUSIN Daria L Moore Revocable	IESS ENTITY - Name	of Entity	e Owner is NOT the Tax ID Number 207192048		ee / Cwner State
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Country of Legal Residence	Citizenship	Social Security	or Tax ID Number	Date of Birth Ph	none Number
E-Mail Address		Earned Annual Inco	me Net Worth	Relationship to	Proposed Insure
Please indicate form of ID: Issuer of ID	U.S. Driver s Lic	erse Passpor	t G Issue Date (if	overnment Issued Photo any) Expirati	ID on Date (If any)

Beneficiary Type	Name (First, Mi	ARE, LASH	ate of lirth	Relationship to Proposed Insured	Nu	Security mber ional)	Percentage of Proceeds (if not equal
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Check here to inc	3ve.)	natural or adopted childre					
- nesignaminas	mit om.	nor Beneficiary listed above pecial needs has assets over					
SECTION IV - Ab	out Proposed Cov	erage Check the d			7 3	0.9	10
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_ Coverage Continu	ation (UL only)		_				
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g Class (e.g. Standard Non-snoker)	neidad aa lataa b	d for but no p than at the tir	orinted co
Amount lease choose one of the following: lease choose one of the following: cer certifies that a signed illustration is not required by law or the policy applied for uses shown or provided prior ation conforming to the policy as applied for was shown or provided prior ation conforming to the policy as issued will be provided no later than at the time of the policy as issued will be provided no later than at the time of the policy as issued will be provided no later than at the time of the policy as issued will be provided no later than at the time of the policy and complete. I also agree that: ents in this application and any amendment(s), paramedical/medical exam and suppletion and any amendment(s), paramedical/medical exam, and supplement(s) to this new policy. In this application and any amendment(s), paramedical/medical exam, and supplement(s) to this new policy. In this application and any term of an application, receipt, or policy, tated in the Temporary Insurance Agreement and Receipt, no Insurance will take efficit first premium due is paid. It will only take effect at the time it is delivered if the confine same as stated in the application. In this application are policy.			
Amount lease choose one of the following: lease choose one of the following: cer certifies that a signed illustration is not required by law or the policy applied for uses shown or provided prior ation conforming to the policy as applied for was shown or provided prior ation conforming to the policy as issued will be provided no later than at the time of the policy as issued will be provided no later than at the time of the policy as issued will be provided no later than at the time of the policy as issued will be provided no later than at the time of the policy and complete. I also agree that: ents in this application and any amendment(s), paramedical/medical exam and suppletion and any amendment(s), paramedical/medical exam, and supplement(s) to this new policy. In this application and any amendment(s), paramedical/medical exam, and supplement(s) to this new policy. In this application and any term of an application, receipt, or policy, tated in the Temporary Insurance Agreement and Receipt, no Insurance will take efficit first premium due is paid. It will only take effect at the time it is delivered if the confine same as stated in the application. In this application are policy.			
Amount end Option (Whole Life only) lease choose one of the following: cer certifies that a signed illustration is not required by law or the policy applied for uses shown or provided prior ation conforming to the policy as applied for was shown or provided prior ation conforming to the policy as issued will be provided no later than at the time of ent / Disclosure In application for life insurance including any amendments and supplements and to re true and complete. I also agree that: In this application and any amendment(s), paramedical/medical exam and suppletion and any amendment(s), paramedical/medical exam, and supplement(s) to this new policy. In a provided the president of Secretary may: (a) make or change any contrainance; or (c) change or waive any term of an application, receipt, or policy, tated in the Temporary Insurance Agreement and Receipt, no Insurance will take efficit first premium due is paid. It will only take effect at the time it is delivered if the contest and a rider that provides an acceleration of death benefit, I have received the application.	ker [Smol	ker	~ (
lease choose one of the following: cer certifies that a signed illustration is not required by law or the policy applied for uses shown or provided prior ation conforming to the policy as applied for was shown or provided prior ation conforming to the policy as issued will be provided no later than at the time of the policy as issued will be provided no later than at the time of the policy. In application for life insurance including any amendments and supplements and to retrue and complete. I also agree that: In this application and any amendment(s), paramedical/medical exam and supplement in this application and any amendment(s), paramedical/medical exam, and supplement(s) to this new policy. In application and any amendment(s), paramedical/medical exam, and supplement(s) to this new policy. In this application are the president or Secretary may: (a) make or change any contrainance; or (c) change or waive any term of an application, receipt, or policy, tated in the Temporary Insurance Agreement and Receipt, no Insurance will take efficit first premium due is paid. It will only take effect at the time it is delivered if the contest and a rider that provides an acceleration of death benefit. I have received the application.		1	K
lease choose one of the following: cer certifies that a signed illustration is not required by law or the policy applied for uses shown or provided prior ation conforming to the policy as asplied for was shown or provided prior ation conforming to the policy as issued will be provided no later than at the time of ent / Disclosure and supplication for life insurance including any amendments and supplements and to retrue and complete. I also agree that: ents in this application and any amendment(s), paramedical/medical exam and suppletion and any amendment(s), paramedical/medical exam, and supplement(s) to this new policy. Impany's President, Vice-President or Secretary may: (a) make or change any contral rance; or (c) change or waive any term of an application, receipt, or policy, tated in the Temporary Insurance Agreement and Receipt, no Insurance will take efficitly premium due is paid. It will only take effect at the time it is delivered if the contral research as stated in the application.	- 1		
lease choose one of the following: cer certifies that a signed illustration is not required by law or the policy applied for uses shown or provided prior ation conforming to the policy as asplied for was shown or provided prior ation conforming to the policy as issued will be provided no later than at the time of ent / Disclosure and supplication for life insurance including any amendments and supplements and to retrue and complete. I also agree that: ents in this application and any amendment(s), paramedical/medical exam and suppletion and any amendment(s), paramedical/medical exam, and supplement(s) to this new policy. Impany's President, Vice-President or Secretary may: (a) make or change any contral rance; or (c) change or waive any term of an application, receipt, or policy, tated in the Temporary Insurance Agreement and Receipt, no Insurance will take efficitly premium due is paid. It will only take effect at the time it is delivered if the contral research as stated in the application.	- V		
re true and complete. I also agree that: ents in this application and any amendment(s), paramedicalimedical exam and suppletent in this application and any amendment(s) to this new policy. company's President, Vice-President or Secretary may: (a) make or change any contractance; or (c) change or waive any term of an application, receipt, or policy, tated in the Temporary Insurance Agreement and Receipt, no Insurance will take efficient premium due is paid. It will only take effect at the time it is delivered if the collection as stated in the application. Supplication.	ha har of my ke	iowiladaa and	holiat a
ation and any amendment(s), paramedical/medical exam, and supplement(s) to this new policy. In property of the president of Secretary may: (a) make or change any contragancy's President, Vice-President or Secretary may: (a) make or change any contragance; or (c) change or waive any term of an application, receipt, or policy, tated in the Temporary Insurance Agreement and Receipt, no insurance will take efficitly from the Temporary insurance will take effect at the time it is delivered if the contragance as stated in the application. The second and the Temporary Insurance will be application.			
new policy. Impany's President, Vice-President or Secretary may: (a) make or change any contra- Impany's President, Vice-President or Secretary may: (a) make or change any contra- Impany's President, or policy. Itated in the Temporary Insurance Agreement and Receipt, no Insurance will take eff I first premium due is paid. It will only take effect at the time it is delivered if the contract of the same as stated in the application. Insurance and rider that provides an acceleration of death benefit, I have received the application.	ment(s) are the l	liasis of any p	ralicy issu
rance; or (c) change or waive any term of an application, receipt, or policy. tated in the Temporary Insurance Agreement and Receipt, no Insurance will take eff if first premium due is paid. It will only take effect at the time it is delivered if the cou he same as stated in the application. quested a rider that provides an acceleration of death benefit. I have received the ap			
i first premium due is paid. It will only take effect at the time it is delivered if the co he same as stated in the application. suested a rider that provides an acceleration of death benefit. I have received the ap			•
	t until a policy is ition of health o	s delivered to if each person	the Own to be
A three and the control of the contr			
${f d}$ that paying my insurance premiums more frequently than annually may result in a ${f d}$		•	
to replace existing insurance or annuities, I have so indicated in the agained the Company's Privacy Notice and the Life Insurance Buyer's Guid		on of the ap	plicatí
quired to sign a Notice and Consent for HIV Testing, I have received a c		tice.	

Taxpayer Identification Number Certification

Under penalties of perjury, I, the Owner, certify that:

- The number shown in this application is my correct taxpayer identification number, and I am not subject to backup withholding because:
 - (a) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (b) the IRS has notified me that I am not subject to backup withholding.
 (If you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return, you must cross out and initial this item.)
- I am a U.S. citizen or a U.S. resident alien for tax purposes.

 (If you are not a U.S. citizen or a U.S. resident alien for tax purposes, please cross out this certification and complete form W-8BEN).
 - (i) Please note: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Sig	natures If not witnessing all signatures, witness sh	nould initial next to sign	nature being witnessed and sign below.
>	Signature(a) of all Proposed Insured(s)	Date 12 - 8 - 15	Signed at City, State MH Pleasant, SC
	(age 15 or over) Please complete the Additional Insureds Supplement	ent or Child Rider Su	pplement form(s) if applicable.
>	Signature(s) of all Owner(s) (I NOT the Proposed Insured.)	Date 12-16-15	Signed at City, State Lehoboth Beach, IX
>	(age 15 or over) ① If the Owner is a firm or corporation, include Officer'	s title with signature.	
	🖺 if Co-Owner or Custodian, please complete the Co-Owne	er/Contingent Owne	er and UTMA Designations Supplement form.
	Signature of Parent or Guardian	Date	Signed at City, State
>	(If Owner or Proposed Insured is under 18, sign here. If not	sgn above.)	
	Witness to Signatures		
•	Licensed Producer	Print Name of Produ	J AUDET

MetLife		Palicy Number
Medical Supplement		
Company (Check the appropriate ONE.) The Company indicated in this section is referred to as "the Company".	Metropolitan Life Insurance Company New England Life Insurance Company	y [] MotLife Insurance Company USA
This supplement will be atta	sched to and become part of the a	application with which it is used.
SECTION I - Medical Questions	⚠ If more space is needed, attach	additional sheet(s).
THE TOTAL PARAMEDICAL/MEDICAL EXAM is rec	uired, completion of this Medical Suppl	lement form is OPTIONAL.
Proposed Insured - First Name Daria	Middle Name Last Nam L Moore	
1. Please provide Proposed Insured's height and	weight: Height (ft. in.) 5' 9"	Weight (lbs.) 130
lias the Proposed Insured experienced a char		
If YES , please specify: Pounds Lost	Pounds Gaired Rea	

Has the Proposed Insured EVER been diagno for any of the following? If YES, please check	sed, received treatment, or consulted w k ALL that apply and provide details in t	rith a health professional Yes 🔀 No
		inson's Disease y. 🔲 Lupus
		eimer's Disease W. 🗌 Anemia
	eep Apnea Q. 🗌 Mem	The second secon
D. ☐ Heart Murmur K. ☐ Se		
	roke / TIA S. Cinh	
F. [High Cholesterol M. Pa	aralysis T. ☐ Hepa Iultiple Sclerosis U. ☐ Arthi	ide
G. ☐ Cancer / Turnor / Polyp N. ☐ M	ultiple Sclerosis U. 🗍 Arthi	TIUS
Letter Name of Health Professional (Include City & State)	Date / Duration of Illness	Diagnosis / Treatment / Medication
	+	
3. Other than as indicated above, has the Propo of the following? If YES, please check ALL th	ised Insured EVER had any disease or di	isorder of any
	i. Prostate	M. Thyroid / Other Glands
	f. Reproductive Organs	N. Eyes
	. Brain / Nervous System	O. Ears / Nose / Throat
	i. ☐ Biood (. ☐ Lymph Nodes	P. Skin Q. Muscles / Bones / Joints
	(.	R. Emptional / Psychological Disorder
Letter Name of Health Professional (Include City & State)	Date / Duration of Illness	Diagnosis / Treatment / Medication

4. Other than as in surgery, physica	idicated pre	viously, wit sultation, o	thin the	past five years, has	the Proposed in	nsured had any illness, injury, rtc.l or been a patient in a	
hospital or othe	r medical fa	cility?				Al Marit a famour -	🗌 Yes 🗵 No
5. Is the Proposed medications or	⊠ Yes ☐ No						
5. Does the Propos scheduled in the	☐ Yes 🔀 No						
7. Has the Propose Acquired Immur	d Insured ev re Deficiency	ver been dia y Syndrome	agnosed (AIDS)	d with or treated by ?	a member of the	e medical profession for	☐ Yes ⊠ No
B. Has the Propose to the AIDS (HIN	d Insured ev) virus?	ver tested p	ositive	for the AIDS Human	Immunodeficie	ncy Virus (HIV) or for amibodies	☐ Yes 🗷 Na
D. Has the Propose prescribed by a	d insured ex health profe	ver used cou ssional?	caine, h	eroin, or other illich	t drugs er contro	olled substances except as	☐ Yes 🗵 Na
alcohol or drug	from a hea	Ith profession	ional or	support group?	eceived counseli	ng or treatment for the use of	∏ Yes ⊠ No
f YES, please pro	vide details	in table bel	l o w for i	Questions 4 - 10.		·	10
Number Nar	ne of Health (Include City	ι Profession γ & State)	ıal	Date / Duratio	эл of Illness	Diagnosis / Treatmen	t / Medication
6		<u> </u>				Vitamins ! nasal spray for a	illargles
					A		
						, , , , , , , , , , , , , , , , , , , ,	
	1			-			
						-	
SECTION II - Fa	ımily His	tory					
las a parent or sib	ling ever ha	d: heart dis	sease; co	oronary artery disea ES, please provide o	ise; vascular dise details in table b	ease; stroke/ærebrovascular elow.	∑ Yes [] No
Relationship to Proposed Insured	Age(s) if Living	Age(s) at Death		State	e of Health (Spec	cific Conditions) or Cause of Deal	h
Father	70		Good				
Mother	65		Good	now - had heart a	ittack 2 years	ago	
Sibling	42		Good				
5 bling	34		Good				
Sibling			1				
		:					

2 of 2

(11/14) Fs

	PART ()	Check the appropriate co	6 .) .	Caral	Policy #	Novik
	Paramedical/ Vledical Exam	Metropolitan Life Insuran New England Life Insuran Metropolitan Tower Life I	ce Company ce Company nsurance Compa	☐ Meti ☐ Gene	Life Insurance Co	mpany USA E Insurance Company
	The questions below	is are directed to the person to be	examined. Record	ONLY this per	rson's answers in th	e spaces below, /
1.	Name of Proposed Insured			MANNE		irth NOG126441111
2.	Tobacco Use — Indicate dat Cigarette Micotine Substitute (i.e., Pat	e last smoked/used: Never Smokeless Tobacc .ch, Gum, etc.)	o Never Ama	mult <u>itiedneuc</u>	Cigar/Pipe Y	How Lang yis
3.	Physician Name Street Phone Number Reason Findings, treatment given, n	tor, practitioner, or health care lace the check City Fax Number redication prescribed. If None , check	ST VIIIS	e/Clinic SUN G Dar	CONST MOVAC State FL te East Consulted	LÉNTOL Zin 33701 Zimathatayovan
4.	Height 5 ft. 9		lbs. Change in	weight in pas	t 12 months? ()	Ves No
5.	or health facility for, or be you had: a) High blood pressure; che peripheral vascular disea heart or circulatory syste b) Asthma; bronchitis; production or respiratory system? c) Selzures; stroke; paralyty of dementia; multiple sci progressive; neurological or disorder of the braining of disorder of the liver; paralytic or disorder of: the liver; paralytic or disorder of: the liver; paralytic or disorder of: the liver; paralytic or disorder; or intestines? e) Any disease or disorder the genitourinary system, bladder; or prostate; or b) Diabetes; thyroid disorder disorder; or any other end of Arthritis; gout; osteoporomuscles; bones; spine (di. h) Cancer; tumor; polyp; or of Anemia; leukemia; or any lymph glands? j) Depression; stress; amemotional disorder or synemotional disorder or synemotic di	neumonia; emphysema; sleep ny other disease or disorder of the dis; Alzheimer's disease or other erosis; memory loss; Parkinson's di disorder; headaches; or any other a r nervous system? inchosis; pancreatitis; or any other a process; gallbladder; esophagus; ste of: the breasts; reproductive organiculating but not limited to: the land, protein or pus in the urine? er; elevated cholesterol or other discrine disease or disorder? pasts; or other disease or disorder of the other disease or disorder of the other disease or disorder of the other disease or disorder of the diety; or any other psychologicals.	oner or health factors the attent of the apnea; e fungs of Yes (vices) of the sease omach; or kidney; or lipid of the: or lipid or l	In that despray	cription of condition; criptones or health for NON TEXTUE TW	imber: Give: dates; duration/ diagnosis; treatment; physician, cility names and addresses. White Mulder Number 1979.

City and State

Witness to Signature

MetLife		Policy Number		
/ariable Life Suppl	ement			
MetLife Insurance	Company USA			
This supple	ment will be attached to and becom	e part of the application with which it is used.		
SECTION I - Importar	nt Information for the Owner	⚠ Please Read Carefully.		
of less than 10 years. The may have significant sho insurance is designed to offering the potential for id	generally not appropriate for time horizons are are long-term insurance products that ort-term surrender charges. Variable Life provide death benefit protection while ong-term cash accumulation, and may not as where significant liquidation of assets in pected.	extent of being reduced to zero, in accordance with separate account investment experience. The cost of insurance rates for this policy may change the rates rurrently being charged are not quaranteed.		
The death benefit may conditions.	be variable or fixed under specified	Illustrations of benefits, including death benefits and cash values, are available upon request.		
SECTION II - Owner's	s Information OWNER:	Proposed Insured □ 区 Other Individual		
OTHER INDIVIDUAL INFO	RMATION ONLY:			
First Name	Middle Name	Last Name		
Daria L Moore Rev Trust	dtd 8-28-96 Suzanne Moore,	Ttpe		
Primary Phone Number		1~10.		
,				
Occupation		Name of Employer		
Employer City	State Zip	Position/Duties		
employer ord	State Lip			
firm within the securities in	of the Owner's household employed by or a dustry, or a financial regulatory agency? ERIENCE: (Choose ALL that apply and income seems of the seems o	Li Yes 区 No dicate your years of experience.) 国 Mutual Funds <u>20</u> years 区 Money Markets <u>5</u> years		
SECTION III - Covera	ge Information 🛕 Choose one of t	the following options. NOTE: Ages 85 and 121 available only by ride		
Guaranteed Minimum Death	Benefit Option: 5 Years 20 Years	s 🗵 To Age 65 🗌 To Age 85 🔲 To Age 121 🔲 Other		
	nent Objective and Risk Toleran			
Have you completed the As Choose <u>one</u> Investment (Be sure it supports the inve	sset Allocation Questionnaire? Ye Objective below (a, b, c, d, or e). Then cho estment Objective and your Risk Tolerance to	PS No If YES, please submit with this Supplement. Boose one Risk Tolerance for that specific Investment Objective. For this policy.		
_	on: Seeks income and stability with minima			
Risk Tolerance:		nservative to Moderate		
b. Income: Seeks curre		nservative to Moderate Moderate		
Risk Tolerance:	Seeks capital appreciation over long term			
c. Growth & income: Risk Tolerance:		oderate Moderate to Aggressive		
	Competent Companies 1			
d. X Growth: Seeks capit Risk Tolerance:	tal appreciation over long term. [편] Moderate	oderate to Aggressive		
		er time by investing in speculative and/or higher risk securities.		
	h: Seeks maximum capital applied a little bys	gressive		
Risk Tolerance:	1	III ANIALINA AMBANAN IL MIRATELIAN AMBILIAN MARINES PROFESHIE N. EM.		

SECTION V - Optional Automated Investment Strategies

of your net premium based or I understand that the Index So of the model in effect on the	ories to the right. MetLife Insurance Company USA will allocate 100% in the current allocation for the Index Selector Model you choose. elector strategy will be implemented using the percentage allocations date of issue of my policy. I also understand that in order to maintain ill be automatically rebalanced every quarter.	 ☐ Conservative ☐ Conservative to Moderate ☐ Moderate ☐ Moderate to Aggressive ☐ Aggressive
Equity Generator	⚠ A percent of premium must be allocated to the Fixed Accord	unt when this option is chosen.
anniversary.	arrent month's earnings from the Fixed Account into any one of the avail	1
Please electione funding opti-	on, except the Fixed Account, from the list in Section VI - Investment Allo	ocation.
Rebalancer		
Automatically rebalances the percentages you specify. Choose	cash value among the funding options each calendar quarter to return to ose ONE of the following:	ne allocation to the allocation
Check here if you wis	h to rebalance to the allocation percentages chosen for your premium pa	yments.
Check here if you wis allocation percentage	h to rebalance using different allocation percentages than your premium s in the right-hand column in Section VI - Investment Allocation.	payments and indicate the
Allocator	⚠ The destination funding option(s) chosen cannot include th	e "source fund".
available funding options on a consecutive monthly transfers Please Indicate the "source fu	nd" from which the transfers are to be made:	cient to ensure a minimum of three
Please choose ONE of the following to each in the right-hand column.	lowing transfer options. Indicate the destination funding options and the mn in Section VI - Investment Allocation.	dollar amount to be transferred
	per month until the "source fund" is depleted.	
☐ Transfer \$	per month formonths.	
The Allocator is a form of doll markets, it involves continuou ability to continue purchases	ar cost averaging. Dollar cost averaging does not assure a profit or prote is investment in securities regardless of fluctuations in price levels. An in in periods of low price levels.	ect against a loss in declining vestor should consider his/her
monthly anniversary until the premium payment plus 1035 I gross amount allocated to the	Averager (EDCA) A The destination funding option(s) chosen ount of money each month from the EDCA fixed account to any number EDCA fixed account is depleted. The amount allocated to the EDCA fixed exchange months in the first policy year. The initial monthly amount transeDCA fixed account, divided by twelve (months). If another eligible paying subsequent payment, divided by twelve.	of available funding options each I account may consist of a one-time sferred is based on the initial EDCA
Please specify the EDCA amou	nt (\$10,000 minimum):	
S Premium p	ayment	
S Expected 1	035 Exchange amount	
	35 Exchange amounts to be allocated to EDCA (required if an Expected 103	
Allocation.	ng options and the percentage to be transferred to each in the right-ham	
loss in declining markets. It in	rager is a form of dollar cost averaging. Dollar cost averaging does not a volves continuous investment in securities regardless of fluctuations in patients of low naice levels.	assure a profit or protect against a nice levels. An investor should

SECTION VI - Investment Aflocation

Please select funding options that are appropriate for the RISK TOLERANCE and INVESTMENT OBJECTIVE indicated in Section IV - Investment Objective and Risk Tolerance. Some funding options may be appropriate for more than one investment objective. For more complete information about a specific funding option, including charges and expenses, please read the prospectus carefully.

Indicate Initial Allocation in whole		Use this column only if you have
percentages; must equal 100%.		chosen an option
		on previous page
For Company	Initia	Rebalancer %
Funding Options	Premium Allocation %	Allocator \$
Fixed Account	Anocaucii 78	EDCA %
American Funds Bond Fund		
Barclays Aggregate Bond Index Portfolio		
Blackfock Bond Income Portfolin		
PIMCO Inflation Protected Band Portfolia		
PIMCO Total Return Portfolio	20	
Western Asset Management U.S	20	
Government Portfolio		
Met/Templeton International Eond Portfolio		
Lord Abbett Bond Debenture Portfolio		
American Funds Growth Fund	16	
American Funds Growth Income Fund	15	
BlackBock Capital Appreciation Portfolio		
BlackRock Large Cap Value Portfolio		
ClearBridge Aggressive Growth Portfolio		
Franklin Mutual Shares YIP Fund		***************************************
Jennison Growth Partfalia		
MetLife Stock Index Portfolio	10	
MFS@ Value Portfolio		***************************************
T. Rows Price Large Cap Growth Portfolio		
YVMC Care Equity Opportunities Partialia	10	
WMC Large Cap Research Portfolio		
Baillie Gifford International Stock Portfolio		
Harris Dakmark International Portfolio		
MFS@ Research International Portfolio		
MSCI EAFE® Index Portfolio		······································
Oppenheimer Global Equity Portfolio		
Frontier Mid Cap Growth Portfolio	:	*******
Invesco Mid Cap Value Fortfolio	10	***************************************
MeVArtisan Mid Cap Value Portfolio	10	<u> </u>
MetEife Mid Cap Stock Index Portfolio		
Morgan Stanley Mid Cap Growth Portfolio	.	
I. Rowe Price Mid Cap Growth Portfolio		,
American Funds Global Small Capitalization Fund		

Funding Options	Initial Premium Allocation %	Rebalancer % Allocator \$ EDCA%
Invesco Small Cap Growth Portfelio		
JPMorgan Small Cap Value Portfolio		
Loomis Sayles Small Cap Core Portfolio	10	
Loomis Sayles Small Cap Growth Portfolio		
Neuberger Berman Genesis Portfolio		
Russell 2000@ Index Partfolio		
T. Rowe Price Small Cap Growth Portfolio		
Clarion Global Real Estate Portfolio		
MFS® Emerging Markets Equity Portfolio		
Van Eck Global Natural Resources Portfolio		
MetLife Asset Alfocation 20 Portfolio	4 9	
MetLife Asset Alfocation 40 Fortfolio		
MetLife Asset Allocation 60 Portiolio		
MetLife Asset Allocation 80 Portfolio		
MetLife Asset Aflocation 100 Portfolio		
American Funds Moderate Allocation Portfolio		
American Funds Balanced Allocation Portfolio		
American Funds Growth Allocation Portfolio		
AB Global Dynamic Allocation Pertfolio		
Allianz Global Investors Dynamic Multi-Asset Plus Portfolio		
AQR Global Risk Balanced Portfolio		
BlackRock Global Tectical Strategies Portfolio		
invesco Balanced-Risk Allocation Portfolio		
IPMorgan Global Active Allocation Portfolio		
MetLife Balanced Plus Portfolio		
MetLife Multi Index Targeted Risk Portfolio		
PanAgora Global Diversified Risk Portfolio		
Pyramis Managed Risk Portfolio		
Schroders Global Multi-Asset Portfolio		
SSGA Growth and Income ETF Portfolio		***************************************
SSGA Growth EIF Portfolio	•	.,.,,,,
Franklin Income VIP Fund		
Loomis Sayles Global Markets Portfolio		
MFS@ Total Return Portfolio		
Western Asset Management Strategic Bond Opportunities Portfolio		
WMC Balanced Portfolio		

Other - Write in any available funds not listed above.

Funding Options

Initial Premium Allocation %

Rebalancer %/ Allocator 5/ EDCA %

SECTION VII - Other Important Ow			
1. I elect to have the monthly deduction from	the cash values taken as follow	ws - choose ONE:	
Proportionately from the funding op	itions based on the cash value	in each at the time of the deduction	ก
From the Fixed Account or any other	r specific funding aption.	West and the state of the	•••
Specify:			
If you have chosen a specific funding optivative to pay the entire amount of the motifrom each funding option based on the c	tion, please note that if at any onthly charges, the remaining pasts water in each at the time.	time that designated funding option portion of these charges will be de	on has insufficient cash ducted proportionately
2. Have you received a prospectus for the police		A THE DEGUCTION.	
If YES, please indicate:	-3 -abhreen tot t		X Yes ☐ No
Data - 1 B	s Book Number	D-t-f-1 r -	
05/01/2015 716	A CHARACTER LAND LAND LAND LAND LAND LAND LAND LAND	Date(s) of any Prospe	ctus Supplement(s)
 Did your Producer review your financial situal completing this application? 		tment objectives prior to	⊠ Yes □ No
If NO, please indicate on what basis this pro	duct was recommended.		(Z) (G) [1(0)
·	THE THE THE STATE OF THE STATE		175
investment return, subject to any guarante B. There is no guaranteed minimum cash valu the policy's investment return?	ue and the cash value may incr		X Yes
 Do you believe that this policy and the fundin and financial objectives? If funding options selected do not reflect the r Tolerance, please explain: 			⊠ Yes □ Na
Do you believe that this policy and the funding and financial objectives? If funding options selected do not reflect the retordance, please explain: A SIGNATURES ARE COMMENTALED NAME of Proposed Insured	risk tolerance in Section IV - In		⊠ Yes □ No
Do you believe that this policy and the funding and financial objectives? If funding options selected do not reflect the reflectance, please explain: A SIGNATURES ARE CONTROL Print Name of Proposed Insured Daria L Moore	risk tolerance in Section IV - In	vestment Objective and Risk	⊠ Yes □ No
Do you believe that this policy and the funding and financial objectives? If funding options selected do not reflect the reflectance, please explain: A SIGNATURES ARE COMMENTALES ARE COMMENTALES ARE COMMENTALES.	risk tolerance in Section IV - In	vestment Objective and Risk	⊠ Yes □ No
i. Do you believe that this policy and the funding and financial objectives? If funding options selected do not reflect the reflectance, please explain: A SIGNATURES ARE CONTROL Print Name of Proposed Insured Daria L Moore Signature(s) of all Proposed Insured(s)	risk tolerance in Section IV - In	vestment Objective and Risk E-APPLICATION SUBMISSION.	⊠ Yes □ No
Do you believe that this policy and the funding and financial objectives? If funding options selected do not reflect the reflectance, please explain: A SIGNATURES ARE CONTROL Print Name of Proposed Insured Daria L Moore Signature(s) of all Proposed Insured(s)	risk tolerange in Section IV - In	vestment Objective and Risk E-APPLICATION SUBMISSION.	⊠ Yes 🏻 Na
Do you believe that this policy and the funding and financial objectives? If funding options selected do not reflect the reflectance, please explain: A SIGNATURES ARE CONTROL Print Name of Proposed Insured Darla L Moore Signature(s) of all Proposed Insured(s)	risk tolerange in Section IV - In	vestment Objective and Risk E-APPLICATION SUBMISSION. Signed at City, State	⊠ Yes [Na
. Do you believe that this policy and the funding and financial objectives? If funding options selected do not reflect their Tolerance, please explain: A SIGNATURES ARE C Print Name of Proposed Insured Daria L Moore Signature(s) of all Proposed Insured(s) (age 15 or over) Signature(s) of all Owner(s) (If NOT the Proposed Insured(s))	risk tolerange in Section IV - In	vestment Objective and Risk E-APPLICATION SUBMISSION. Signed at City, State	⊠ Yes 🏻 Na
i. Do you believe that this policy and the funding and financial objectives? If funding options selected do not reflect their Tolerance, please explain: A SIGNATURES ARE C Print Name of Proposed Insured Daria L Moore Signature(s) of all Proposed Insured(s) (age 15 or over) Signature(s) of all Owner(s) (If NOT the Proposed Insured(s))	ONLY REQUIRED FOR A TEX Date Sed insured.) Date	vestment Objective and Risk E-APPLICATION SUBMISSION. Signed at City, State Signed at City, State	⊠ Yes □ No
Do you believe that this policy and the funding and financial objectives? If funding options selected do not reflect their Tolerance, please explain: A SIGNATURES ARE C Print Name of Proposed Insured Daria L Moore Signature(s) of all Proposed Insured(s) (age 15 or over) Signature(s) of all Owner(s) (If NOT the Proposed Insured(s))	risk tolerange in Section IV - In	vestment Objective and Risk E-APPLICATION SUBMISSION. Signed at City, State	⊠ Yes □ No
i. Do you believe that this policy and the funding and financial objectives? If funding options selected do not reflect their Tolerance, please explain: A SIGNATURES ARE C Print Name of Proposed Insured Daria L Moore Signature(s) of all Proposed Insured(s) (age 15 or over) Signature(s) of all Owner(s) (If NOT the Proposed Insured(s))	Date Date	vestment Objective and Risk E-APPLICATION SUBMISSION. Signed at City, State Signed at City, State	⊠ Yes □ No

MetLife		Policy Number		
Personal Financial Informatio	n Supplement			
Company (Check the appropriate ONE.) The Company Indicated in this section is referred to as "the Company".	☐ Metropolitan Life In: ☐ New England Life In ☐ MetLife Insurance C	surance Company Metro	ral American Life Insurance Company politan Tower Life Insurance Compan	
		ne part of the application with v	4-54 (M 1000) 4 (M 1000) -	
First Name: Darla	Last Name; Moore	identity lyp that apply)	pe: (Check all ⊠Insured □ Payor □ Owner	
SECTION I - Income		SECTION II - Assets		
Annual Earned Income (in US dollars as	s reported to the (RS)	Assets (in US dollars)		
Salary or Draw	\$80,000.00	Cash/Cash Equivalents	\$150,000.00	
Bonus/Commissions	\$10,000.00	Real Estate	\$2,700,300.00	
Other Earnings	\$	Business Equity	\$2,000,000.00	
Source (If government assistance, pl details.)	ease provide	Stocks	\$ 200,000.00	
Total Earned Income	\$90,000,0 0	Bonds	\$ 200,000.00	
Spouse's income	5	Annuities	<u> </u>	
Annual Unearned Income (in US dollar	rs as reported to the IRS)	Mutual Funds	\$	
Dividends/Interest	52,000.00	CD/Money Markets	\$	
Net Rentals	\$	 Foreign Assets (Note: if mo total assets are outside the 	re than 20% of US, supporting	
Other Unearned income	5	documentation may be rec	· · · · · · · · · · · · · · · · · · ·	
Source (If government assistance, pl	ease provide	Other Assets (Artwork and a written approximals available	other personal property must have \$100,000.00	
Total Unearned income	\$ 2,000.00	Total Assets	\$5,350,000.00	
SECTION III - Liabilities		SECTION IV - Exper	ises	
Liabilities (in US dollars)		Expenses		
Mortgages	\$ 200,000.00	Annual Recurring Expenses utilities, alimony or child st	(e.g., rent mortgage, long-term debt	
Personal Loans	\$			
Other	5	such as home purchase/ rea	(e.g., future, non-recurring expenses, nodeling, car purchase or repairs,	
Total Liabilities	\$200,000.00	education, medical expense Expenses will be assumed t	s, etc.) (Blank fields for Special o be \$0.)	
, ,		Timeframe for Special E (e.g., 1 year for home re	openses (within how many years) modeling, 4 years for education, etc.	
SECTION V				
Net Worth (Total Assets minus Total Liabilities) \$5,150,000.00	that can be turned i	nto cash cuickly and easily. Incl on sum navment for this coverag	checking, savings, etc.), and assets ude the amount of the init al premiur e. Exclude personal property, persona	
Tax Bracket (%) 40	residence, real esta substantial penaltie	te, business equity, home furnist	ings, autos and assets subject to \$2,600,000.00	

FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE

Non - Participating

Cobling broughter

Copying Prohibited

EXHIBIT I

Cobino



POLICY NUMBER: 216 002 442 USV

INSURED: DANAE K BANNING

FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE

Non-Participating

Flexible Premiums are payable during the lifetime of the Insured to the Maturity Date. The coverage provided by the Policy may be continued beyond the Maturity Date. If the Insured dies while the Policy is in force, we will pay the Policy Proceeds to the Beneficiary. We must receive proof satisfactory to us of the Insured's death. Any payment will be subject to all of the provisions of the Policy.

THE AMOUNT AND/OR DURATION OF THE DEATH BENEFIT MAY INCREASE OR DECREASE UNDER THE CONDITIONS DESCRIBED IN THE POLICY BENEFITS SECTION OF THE POLICY. THE POLICY'S CASH VALUE CAN VARY FROM DAY TO DAY. IT MAY INCREASE OR DECREASE, DEPENDING ON THE SEPARATE ACCOUNT INVESTMENT EXPERIENCE AND THE FIXED ACCOUNT INTEREST. SEE THE SEPARATE ACCOUNT CASH VALUE AND FIXED ACCOUNT CASH VALUE PROVISIONS FOR DETAILS.

RIGHT TO EXAMINE POLICY

Please read this Policy. You may return this Policy to us or to our representative through whom it was purchased within 10 days from the date you receive it. If you return it within this period, we will refund any premium paid and this Policy will be void from the start. If the Policy includes a Long-Term Care Accelerated Coverage Rider, please refer to the Right to Examine the Rider provision for return information.

This Policy is a legal contract between the Owner and MetLife Insurance Company USA. PLEASE READ YOUR CONTRACT CAREFULLY.

Signed for the Company at its Main Administrative Office, Warwick, RI 02887

President

Secretary

ALPHABETIC GUIDE TO YOUR POLICY

Section		Section	
4	Addition, Deletion or Substitution of	5	Loan and Loan Interest Repayments
7	Investments	5	Loan Interest Charged
3	Allocation of Net Amount at Risk	1	Maturity Date
6	Allocation of Net Premiums	2	Maturity Benefit
3	Allocation of Partial Withdrawals	11	Minimum Payments under Payment Options
7	Annual Report	7	Misstatement of Age or Sex and Corrections
8	Assignments	3	Monthly Cost of Insurance
1	Attained Age	3	Monthly Cost of Insurance Rates
3	Basis of Computation	3	Monthly Coverage Expense Charge
8	Beneficiary	3	Monthly Deduction
3	Cash Surrender Value	3	Monthly Policy Charge
3	Cash Value	3	Mortality and Expense Risk Charge
3	Cash Value After the Maturity Date	3	Net Amount at Risk
2	Change in Death Benefit Option	3	Net Investment Factor
2	Change in Face Amount	10	Other Frequencies and Options
2 8		8	Owner
	Change of Owner or Beneficiary Choice of Payment Options; Option Date	3	Partial Withdrawals
9 7	Claims of Creditors	9	Payee
	Contract	9	Payment
7		6.	Payment of Premiums
3	Continuation of Insurance	6	Percent of Premium Charge
2	Continuation of the Policy Beyond the	1	Planned First Year Lump Sum
7	Maturity Date		Planned Premium
7	Conversion Right	4	Planned Premium Due Date
2	Death Benefit Options	2	Policy Changes
9	Death of Payee	1	Policy Date
2	Definition of Life Insurance	, <u>i</u>	Policy Loan Balance
1	Definitions	2	Policy Proceeds
1	Designated Office Designation of Owner and Beneficiary	3	Postponement of Payments or Transfers
8		6	Premium Tax Charge
1	Excess Loan	6	Reinstatement
6	Federal Tax Charge Fixed Account Cash Value	1	Requested Increase
3 3		8	Requests for Changes or Information
3	Fixed Account Cash Value Guaranteed	4	Separate Account
	Interest Rate	3	Separate Account Cash Value
3	Fixed Account Partial Withdrawals	3	Separate Account Partial Withdrawals
	and Transfers	10, 11	Single Life Income
6	Grace Period	10, , ,	Single Life Income – 10 Year
6	Guaranteed Minimum Death Benefit	10	Guaranteed Payment Period
7	Incontestability	7	Statements in Application
7	Illustration of Benefits	7	Suicide Exclusion
1	Insured	-	Surrender
4	Investment Divisions	3	
1	Investment Start Date	3	Surrender Charge Transfers
1	Issue Age	4	
1	Issue Date	7	Unisex Basis
10, 11	Joint and Survivor Life Income	3	Value of Each Accumulation Unit
9	Life Income Options	3	Variable Accumulation Units
9	Limitations	1	We, Us and Our
5	Loans	1	You and Your
3	Loan Account Cash Value	6	Your Right to Change Allocation

Additional Benefit Riders, Endorsements and Amendments, if any, and copies of the Application follow the final section.

POLICY SPECIFICATIONS

Insured DANAE K BANNING **Policy Number** 216 002 442 USV **Policy Date JANUARY 14, 2016 Issue Date JANUARY 21, 2016** Maturity Date* JANUARY 14, 2094 **Initial Face Amount**

\$5,000,000

Issue Age of Insured 43

Sex FEMALE

Risk Classification ELITE NONSMOKER

Death Benefit Option

Planned First Year Lump Sum \$0

Planned Annual Premium

Payable for 1 Year \$56,335.50 Payable for Years 2 through 6 \$56,335.50 To Age 65

Guaranteed Minimum Death Benefit Period Chosen

Guaranteed Minimum Death Benefit Period Monthly

Premiums** 5 Years

\$2,450,00 20 Years \$2,450,00 To Age 65 \$2,450.00

Policy Plan: Flexible Premium Variable Life Insurance

Benefits -As specified in Policy and in any Rider

Riders **Face Amount Risk Classification**

OVERLOAN PROTECTION RIDER

The Policy will stay in force during the Guaranteed Minimum Death Benefit Period (referred to as "Guaranteed Period") chosen in the Application if: premium in an amount that is at least equal to the Guaranteed Minimum Death Benefit Monthly Premium for that Guaranteed Period is paid by each monthly anniversary; no loans are taken; no partial withdrawals are made; and no cash value is paid to you to allow the Policy to continue to qualify as a life insurance contract. If no Guaranteed Period was chosen in the Application, we will test to determine whether the five year Guaranteed Period is in effect on each monthly anniversary. In order for a Guaranteed Period to be in effect, the premium requirement for that Guaranteed Period must have been satisfied for each policy month since the Policy Date. See the Guaranteed Minimum Death Benefit provision for a full description of the test made on each monthly anniversary.

^{*} It is possible that insurance coverage may not continue to the Maturity Date even if Planned Premiums are paid in a timely manner.

^{**} These premiums will be recalculated and shown on the Policy Specifications for Policy Change page if: any Policy changes are made; any riders are added or removed; there is a change in the Insured's risk classification; or there was a misstatement of age or sex in the Application.

POLICY SPECIFICATIONS (CONTINUED)

Minimum Face Amount \$250,000

Minimum Face Amount Decrease \$5,000.00

Minimum Face Amount Increase \$5,000.00

Maximum Percent Of Premium Charge 2.25% OF EACH PREMIUM PAID

Maximum Premium Tax Charge 2.00% OF EACH PREMIUM PAID

Maximum Federal Tax Charge 1.25% OF EACH PREMIUM PAID

Maximum Monthly Policy Charge #

Months 1-12 \$0.00

Months 13 & Later \$0.00

Maximum Monthly Coverage Expense Charge #

Years 1-8 0.1497 per \$1,000

Years 9 & Later 0.1497 per \$1,000

Maximum Monthly Mortality and Expense Risk Charge #

Percent of Cash Value in Separate Account

Years 1-10 0.066423464%

Years 11-19 0.029119983%
Years 20-29 0.016651408%

Years 20-29 0.016651408%

Years 30+ 0.004165712%

Minimum Loan and Partial Withdrawal Amount \$500.00

Maximum Number of Partial Withdrawals Per 12

Policy Year

Maximum Number of Transfers Per Policy Year 4

Maximum Transfer Processing Charge \$25.00

Maximum Partial Withdrawal Charge \$25.00

Maximum Partial Withdrawal Charge \$25.00

Maximum Fee For Illustration Of Benefits \$25.00

7702 Table 2001 CSO ULTIMATE MORTALITY TABLE FOR A FEMALE

NONSMOKER, AGE NEAREST BIRTHDAY

Basis of Computation Of Minimum Cash Values 2001 CSO ULTIMATE MORTALITY TABLE FOR A FEMALE

NONSMOKER, AGE NEAREST BIRTHDAY

Monthly Discount Factor 1.00246630

If the Policy is reinstated, the period of lapse will not be used in determining the applicable charge on any day after Reinstatement.

POLICY SPECIFICATIONS (CONTINUED)

Loan Interest Rate Charged

Policy Years 1-10	4.0%
Policy Years 11 & Later	3.0%
Loan Interest Rate Credited	3.0%
Fixed Account Cash Value Guaranteed Interest Rate	3.0%
Fixed Account Maximum Allocation Percentage	100%
Fixed Account Maximum Withdrawal Percent Limit	25%

Separate Account

MetLife Variable Life Account A

Coverage will depend on: the amount, timing, and frequency of premium payments; current charges; investment experience of any Investment Divisions you chose, interest credited to any cash value for the Policy that is in the Fixed Account; transfers; Loans taken; partial withdrawals made; and the cost of additional benefits. The Planned Premium may need to be increased to keep the Policy in force.

The Policy will stay in effect after the Maturity Date as long as the Cash Surrender Value remains greater than zero. No charges will be taken on or after the Maturity Date.

Any changes to the Policy's non-guaranteed cost factors (Cost of Insurance Rates, and Policy and Expense charges) will be made only on a class basis and may only be based on changes in our future expectations as to mortality, investment earnings, taxes, expenses, and persistency. Changes will only be made according to procedures and standards filed, if required, with the insurance supervisory official of the state which governs the Policy. Credited interest may be changed at any time. All changes will be made on a prospective basis and will not recoup past losses or distribute past gains.

TABLE OF GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE RATES PER \$1,000

Insured:

DANAE K BANNING Policy Number:

216 002 442 USV

Date of Coverage:

JANUARY 14, 2016

Attained Age	Rate	Attained Age	Rate	Attained Age	Rate
43	0.1209	70	1.4125	97	22.3736
44	0.1309	71	1.5481	98	22.7915
45	0.1426	72	1.6999	99	24,2041
46	0.1559	73	1.8648	100	26.4942
47	0.1726	74	2.0462	101	29.0028
48	0.1910	75	2.2475	102	31.8878
49	0.2110	76	2.4690	103	35.1432
50	0.2344	77	2.7134	104	38,8726
51	0.2603	78	2.9843	105	43.0924
52	0.2896	79	3.2776	106	47,6414
53	0.3214	80	3.6065	107	52.5635
54	0.3548	81	4.0550°	108	57.8160
55	0.3908	82	4.5636	109	63.6520
56	0.4326	83	5.0733	110	70.0659
57	0.4762	84	5,6400	111	76,7256
58	0.5231	85	6.2826	112	83.3333
59	0.5701	86	6.8695	113	83,3333
60	0.6187	87	7.7603	114	83,3333
6 1	0.6716	88	8.7003	115	83.3333
62	0.7295	89	9.7133	116	83.3333
63	0.7892	90	10.6571	117	83.3333
64	0.8539	91	11.1384	118	83.3333
65	0.9255	92	12.0927	119	83,33 3 3
66	1.0046	93	13.5274	120	83.3333
67	1.0915	94	15.3719	121+	0.0000
68	1.1885	95	17.7024		
69	1.2950	96	19.9736		

SURRENDER CHARGE SCHEDULE

Insured:

DANAE K BANNING Policy Number:

216 002 442 USV

Date of Coverage:

JANUARY 14, 2016

Beginning of Year*	Maximum Surrender Charge
1	\$ 84,503.00
2	84,503.00
3	84,503.00
4	83,564.08
5	72,297.08
6	61,499.54
7	55,866.00
8	49,762.58
9	37,791.38
10	18,073.92
11 & Later	0.00

*Measured from the Date of Coverage. If the Policy is reinstated, the period of lapse will not be used in determining the applicable Surrender Charge on any day after Reinstatement.

A Surrender Charge may be deducted during the first 10 years after the Policy Date and after the Date of Coverage of each Requested Increase. During the surrender charge period, a Surrender Charge will apply: upon surrender; upon lapse; upon a partial withdrawal that decreases the Face Amount; upon a change in Death Benefit Option that decreases the Face Amount; and upon a requested decrease in Face Amount. The Maximum Surrender Charges for the portion of the Face Amount issued on the above Date of Coverage for the first policy month in years 1 through 10: are shown above; and when they decrease, they will decrease linearly (rounded to two decimal places) for other months in years 1 through 10. The Maximum Surrender Charges for each Requested Increase will be shown in a new Surrender Charge Schedule page. A proportionate Surrender Charge will be deducted for partial withdrawals, changes in Death Benefit Option that decrease the Face Amount, and for requested decreases in the Face Amount.

If the Surrender Charge of a rider made a part of the Policy is to be included for the purposes of determining the Surrender Charge applicable to the Policy, that rider will so indicate.

TABLE OF CORRIDOR FACTORS

Insured:

DANAE K BANNING

Policy Number:

216 002 442 USV

Date of Coverage:

JANUARY 14, 2016

Death Benefit Calculation Test:

GUIDELINE PREMIUM TEST

TABLE OF GUIDELINE PREMIUM CORRIDOR FACTORS

Attained Age	Factor	Attained Age	Factor	Attained Age	Factor
43	2.29000	70	1.15000	.97	1.01000
44	2.22000	71	1.13000	98	1.01000
45	2.15000	72	1.11000	99	1.01000
46	2.09000	73	1.09000	100	1.01000
47	2.03000	74	1.07000	101	1.01000
48	1.97000	75	1.05000	102	1.01000
49	1.91000	76	1.05000	103	1.01000
50	1.85000	77	1.05000	104	1.01000
51	1.78000	78	1.05000	105	1.01000
52	1.71000	79	1.05000	106	1.01000
53	1.64000	80	1.05000	107	1.01000
54	1.57000	81	1.05000	108	1.01000
55	1.50000	82	1.05000	109	1.01000
56	1.46000	83	1.05000	110	1.01000
57	1.42000	84	1.05000	111	1.01000
58	1.38000	85	1.05000	112	1.01000
59	1.34000	86	1,05000	113	1.01000
60	1.30000	87	1,05000	114	1.01000
61	1.28000	88	1.05000	115	1.01000
62	1.26000	89	1.05000	116	1.01000
63	1.24000	90	1.05000	117	1.01000
64	1.22000	91	1.04000	118	1.01000
65	1.20000	92	1.03000	119	1.01000
66	1.19000	93	1.02000	120	1.01000
67	1.18000	94	1.01000	121+	1.01000
68	1.17000	95	1.01000		
69	1.16000	96	1.01000		

1. DEFINITIONS

Application

3V

The application(s) for: the Policy; any riders that are made a part of the Policy; any Policy changes; and any changes, amendments, and supplements. A copy of the Application is attached to the Policy.

Attained Age

The Issue Age plus the number of completed policy years. This includes any period during which the Policy was lapsed.

Cash Value

Equal to the total of: the cash value in the Fixed Account; plus the cash value in the Investment Divisions; plus the cash value in the Loan Account. See the Cash Value provision for details.

Designated Office

Our Home Office or any other office we designate.

Excess Loan

An Excess Loan occurs when the Policy Loan Balance exceeds the Cash Value less any Surrender Charge.

Fixed Account

The Fixed Account is a part of our general account to which you may allocate Net Premiums and transfer amounts. It provides guarantees of principal and interest.

In Writing

In a written form satisfactory to Us and received at our Designated Office.

Insured

The person whose life is insured under the Policy. Shown on the Policy Specifications page.

Investment Division

A sub account of the Separate Account that invests in shares of an open-end management investment company or other pools of investment assets.

Investment Start Date

The date the first Net Premium is applied to the Policy. See the Allocation of Net Premiums provision for details on how the Net Premium is applied. This date will be the later of:

- 1. The Policy Date; and
- The date we receive the first premium at our Designated Office.

Issue Age

The age of the Insured as of his or her birthday nearest to the Policy Date.

Issue Date

The date from which the contestable and suicide periods for the initial coverage are measured. It is shown on the Policy Specifications page.

Loan Account

The account to which we will transfer the amount of any Loan from the Fixed Account and the Investment Divisions.

Maturity Date

The policy anniversary on which the Insured is Attained Age 121.

Monthly Anniversary

The same date in each succeeding month as the Policy Date except that whenever the monthly anniversary falls on a date other than a Valuation Date, the monthly anniversary will be deemed the next Valuation Date. If any monthly anniversary would be the 29th, 30th, or 31st day of a month that does not have that number of days, then the monthly anniversary will be the last day of that month.

Net Premium

The Net Premium equals the premium paid minus: the Percent of Premium Charge; the Premium Tax Charge; and the Federal Tax Charge. The maximum charges are shown on the Policy Specifications page.

Planned First Year Lump Sum The Planned First Year Lump Sum is the amount of premium that you stated in the Application that you intend to pay as a lump sum by the first policy anniversary. This amount is shown on the Policy Specifications page.

Planned Premium

The Planned Premium is the amount you stated in the Application that you intend to pay as a premium on the Planned Premium Due Dates. This amount is shown on the Policy Specifications page. You may change this amount by making a request in Writing.

Planned Premium Due Date The Planned Premium Due Date is based on the Policy Date and the mode in which you choose to pay premiums. If you pay premiums on an annual mode, it is the policy anniversary each year. If you pay premiums on other than an annual mode, it is the policy anniversary and each semi-annual, quarterly or monthly anniversary as applicable.

Policy Date

Policy years, months and anniversaries are all measured from the Policy Date. The Policy Date is shown on the Policy Specifications page.

Policy Loan Balance

The Policy Loan Balance at any time equals the outstanding Loans plus Loan Interest accrued to date.

Requested Increase

An increase in Face Amount that you applied for after the Issue Date.

SEC

The United States Securities and Exchange Commission.

Separate Account

A separate investment account created by us to receive and invest Net Premiums received for the Policy or other policies. The Separate Account is divided into subaccounts that correspond to the Investment Divisions.

Valuation Date

Each day that the New York Stock Exchange is open for trading and the SEC has not restricted trading or declared an emergency. Each Valuation Date ends at the close of regular trading on the New York Stock Exchange. There are no Valuation Dates applicable to the Policy prior to our receipt of the first premium payment.

Valuation Period

The period between the ends of two successive Valuation Dates. Net Premium allocations and requests for transfers, future allocation changes, Loans, partial withdrawals, and surrenders will take effect as of the end of the Valuation Period in which we receive the premium payment or the request in Writing.

You and Your

The Owner of the Policy.

In the Application the words "you" and "your" refer to the proposed insured person(s).

We, Us and Our

MetLife Insurance Company USA.

2. POLICY BENEFITS

Policy Proceeds

The Policy Proceeds are equal to:

- 1. The Death Benefit as described in the Death Benefit Options provision below; plus
- The Total Monthly Cost of Insurance for the portion of the policy month from the date of the Insured's death to the end of that policy month; less
- 3. Any Amount Due under a Grace Period provision as of the date of death; less
- 4. Any Policy Loan Balance.

Definition of Life Insurance

The Policy is intended to qualify as a life insurance contract under the Internal Revenue Code of 1986 as amended (referred to as "the Code") and any regulation or rulings by the Internal Revenue Service. The Code provides two Death Benefit Calculation Tests to determine whether the policy meets the definition of life insurance: the Guideline Premium Test; and the Cash Value Accumulation Test. The Test chosen in the Application cannot be changed. The Table of Corridor Factors page shows the Test chosen for the Policy.

Under both tests, the Death Benefit will not be less than: the Policy's Cash Value; times the applicable Attained Age Factor as shown on the Table of Corridor Factors page. If you chose the Guideline Premium Test, the Table shown on the Table of Corridor Factors page is the Table of Guideline Premium Corridor Factors. The Guideline Premium Corridor Factors are based on the percentages as currently described in Section 7702 of the Code. If you chose the Cash Value Accumulation Test, the Table shown on the Table of Corridor Factors page is the Table of Net Single Premium Corridor Factors.

In order to have the Policy continue to qualify as life insurance under applicable law, including the Code, we reserve the right to:

- 1. Restrict certain changes to the Policy, such as Death Benefit increases; and
- 2. Require the issuance of a new policy in connection with such changes; and
- 3. Make changes to the Policy.

We will give you written notice of any of the above actions.

Death Benefit Options

Prior to the Maturity Date, the Death Benefit depends upon the Death Benefit Option in effect on the date of the Insured's death. The Death Benefit Option in effect is shown on the Policy Specifications page or on the Policy Specifications for Policy Change page, if any,

Death Benefit Option A

The Death Benefit prior to the Maturity Date equals the greater of:

- 1. The Face Amount; and
- The death benefit required by the Guideline Premium Test or the Cash Value Accumulation Test, depending on the Death Benefit Calculation Test chosen in the Application.

Death Benefit Option B

The Death Benefit prior to the Maturity Date equals the greater of:

- 1. The Face Amount plus the Cash Value on the date of death; and
- The death benefit required by the Guideline Premium Test or the Cash Value Accumulation Test, depending on the Death Benefit Calculation Test chosen in the Application.

Death Benefit Option C

Prior to the Insured's Attained Age 65, the Death Benefit equals the greater of:

- 1. The Face Amount plus the Cash Value on the date of death; and
- The death benefit required by the Guideline Premium Test or the Cash Value
 Accumulation Test, depending on the Death Benefit Calculation Test chosen in the
 Application.

Thereafter until the Maturity Date, the Death Benefit equals the greater of:

- 1. The Face Amount; and
- 2. The death benefit required by the Guideline Premium Test or the Cash Value Accumulation Test, depending on the Death Benefit Calculation Test chosen in the Application.

The Face Amount of the Policy will be increased, if necessary, to equal the Death Benefit on the date the Insured becomes Attained Age 65.

If the Face Amount or Death Benefit of a rider made a part of the Policy is to be included for the purposes of calculating the Death Benefit under the above Options, that rider will so indicate.

Any time the Death Benefit minus the Cash Value is greater than the then current Face Amount, we reserve the right to distribute a portion of the Cash Value to you. The amount of the distribution will be the amount required to make the Death Benefit minus the Cash Value after the distribution equal to the then current Face Amount.

Maturity Benefit

If the Insured is living and the Policy is in force on the Maturity Date, you may choose to terminate the Policy and receive the Cash Surrender Value, if it is greater than zero, as a Maturity Benefit.

Continuation of the Policy Beyond the Maturity Date

For Death Benefit Options A and C, if the Cash Surrender Value is greater than zero and the Policy is in force on or after the Maturity Date, the Death Benefit will be the greater of:

- 1. The Face Amount on the date of the Insured's death; and
- 2. The Cash Value on the date of the Insured's death.

For Death Benefit Option B, if the Cash Surrender Value is greater than zero and the Policy is in force on or after the Maturity Date, the Death Benefit will be: the Face Amount on the date of the Insured's death; plus the Cash Value on the date of the Insured's death.

The Policy could lapse after the Maturity Date if there is an Excess Loan. (See the Cash Value, Loan and Loan Interest Repayments, and Grace Period provisions.)

If the Policy is in force on or after the Maturity Date: loans may be taken; and loan repayments, partial withdrawals and transfers may be made.

Please note: the Policy may not qualify as a life insurance contract under the Code on or after the Maturity Date and may be subject to tax consequences. Please consult a tax advisor prior to continuing the Policy beyond its Maturity Date.

Policy Changes

You may request policy changes at any time unless we have stated otherwise in the Policy. We reserve the right to not allow a change in the first policy year and to permit only one change per policy year. The types of changes allowed are explained below.

No change will be made that would result in the Policy not meeting the definition of life insurance under Section 7702 of the Code or any applicable successor provision.

Change In Face Amount

You can change the Face Amount by sending us a request In Writing.

Each requested decrease in Face Amount will be subject to the following:

- The decrease will take effect on the monthly anniversary on or next following our receipt of the request at our Designated Office.
- The decrease will reduce the Face Amount in the following order, unless you request a different order In Writing, and unless any rider made a part of the Policy states otherwise:
 - Each Requested Increase in succession, starting with the most recent increase;
 and then
 - b. The remaining Initial Face Amount (excluding any increase in Face Amount resulting from a change in Death Benefit Option); and then
 - c. Any increase in Face Amount resulting from a change in Death Benefit Option.
- 3. The Face Amount after the requested decrease may not be less than the Minimum Face Amount shown on the Policy Specifications page.
- 4. The decrease must be at least equal to the Minimum Face Amount Decrease shown on the Policy Specifications page.
- 5. If the decrease is made during the 12 months following the Policy Date, we will deduct from the Cash Value a portion of the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period associated with the Initial Face Amount. This portion will be the ratio of the amount of the decrease to the Initial Face Amount times the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period.
- 6. If the decrease (including decreases resulting from a change in Death Benefit Option) is made during the 12 months following the Date of Coverage of any Requested Increase we will deduct from the Cash Value a portion of the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period associated with that increase. This portion will be the ratio of the amount of the decrease to the Face Amount increase times the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period.
- 7. A Surrender Charge may apply to the decrease in Face Amount as explained in the Surrender Charge Schedule. This Surrender Charge will be allocated among the Fixed Account and each Investment Division based on the proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account.
- The requested decrease in Face Amount may require a decrease in amounts provided by any riders made a part of the Policy.

Each Requested Increase will be subject to the following:

- We must receive proof satisfactory to us that the Insured is insurable by our standards on the date of the Requested Increase.
- The increase will take effect on the monthly anniversary on or next following our approval of the Requested Increase.
- 3. The increase will be at the risk classification for which the Insured then qualifies.
- 4. The increase must be at least equal to the Minimum Face Amount Increase shown on the Policy Specifications page.
- New insurance must be available under our underwriting rules on the same plan at the age of the Insured on the date of the request.
- 6. The total Face Amount after the increase cannot be greater than our published maximums.

We will amend the Policy to show the Date of Coverage for the change in Face Amount.

Change in Death Benefit Option

After the first policy year and prior to the Maturity Date, you may request a change to the Death Benefit Option. Proof that the Insured is insurable by our standards on the date of the change may be required. The effective date of the change will be the monthly anniversary on or next following the date we receive your request In Writing. On the effective date of this change the Death Benefit payable will not change, but the Face Amount may change. Changes are allowed as follows:

 Change from Death Benefit Option A to: Death Benefit Option B; or to Death Benefit Option C on or prior to Attained Age 60.

The Face Amount of the Policy will be decreased, if necessary, to equal the Death Benefit minus the Cash Value on the effective date of the change. This change may not be made if it would result in a Face Amount for the Policy that is less than the Minimum Face Amount shown on the Policy Specifications page. A Surrender Charge will apply to any decrease in the Face Amount of the Policy as explained in the Surrender Charge Schedule.

The decrease will reduce the Face Amount in the following order, unless any rider made a part of the Policy states otherwise:

- Each Requested Increase in succession, starting with the most recent increase; and then
- b. The remaining Initial Face Amount; and then
- Any increase in Face Amount resulting from a change in Death Benefit Option.

A decrease in Face Amount may require a decrease in amounts provided by any riders made a part of the Policy.

 Change from Death Benefit Option B to: Death Benefit Option A; or to Death Benefit Option C on or prior to Attained Age 60.

The Face Amount of the Policy will be increased, if necessary, to equal the Death Benefit on the effective date of the change.

3. Change from Death Benefit Option C to Death Benefit Option A.

If this change is made on or prior to Attained Age 65, the Face Amount of the Policy will be increased, if necessary, to equal the Death Benefit on the effective date of the change.

If this change is made after Attained Age 65, the Face Amount will not change.

Change from Death Benefit Option C to Death Benefit Option B.

If this change is made on or prior to Attained Age 65, the Face Amount will not change.

If this change is made after Attained Age 65, the Face Amount of the Policy will be decreased, if necessary, to equal the Death Benefit minus the Cash Value on the effective date of the change. This change may not be made if it would result in a Face Amount for the Policy that is less than the Minimum Face Amount shown on the Policy Specifications page. A Surrender Charge may apply to any decrease in the Face Amount of the Policy as explained in the Surrender Charge Schedule.

The decrease will reduce the Face Amount in the following order, unless any rider made a part of the Policy states otherwise:

- Each Requested Increase in succession, starting with the most recent increase; and then
- The remaining Initial Face Amount (which includes any increase in Face Amount resulting from a change in Death Benefit Option.

A decrease in Face Amount may require a decrease in amounts provided by any riders made a part of the Policy.

3. CASH VALUES

Cash Value

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The Cash Value of the Policy equals the total of the values in the Fixed Account, the Separate Account and the Loan Account, and is described below. You may access the Cash Value by taking a loan, making a partial withdrawal, or surrendering the Policy.

Fixed Account Cash Value Guaranteed Interest Rate

The interest credited to the cash value in the Fixed Account for a specific day will be at an effective annual rate not less than the Fixed Account Cash Value Guaranteed Interest Rate shown on the Policy Specifications page.

Fixed Account Cash Value

The cash value in the Fixed Account on the Investment Start Date equals: the portion of the initial Net Premium received and allocated to the Fixed Account; less the portion of the Monthly Deductions due from the Policy Date through the Investment Start Date, if any, charged to the Fixed Account.

The cash value in the Fixed Account on any day after the Investment Start Date equals:

- The cash value in the Fixed Account on the preceding Valuation Date, with interest on such value at the current rate; plus
- Any portion of Net Premium received and allocated to the Fixed Account on that day; plus
- 3. Any amounts transferred to the Fixed Account on that day; plus
- 4. Any loan repayments allocated to the Fixed Account on that day; plus
- 5. That portion of any interest credited on an outstanding Loan which is allocated to the Fixed Account on that day:

Less:

- 1. Any amount transferred from the Fixed Account to the Investment Divisions on that day;
- 2. Any partial withdrawal from the Fixed Account on that day;
- 3. Any portion of a Transfer Processing Charge taken from the Fixed Account;
- 4. Any portion of the Surrender Charge taken on that day due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Fixed Account:
- 5. Any portion of the unpaid Monthly Coverage Expense Charges taken on that day due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Fixed Account;
- 6. Any amount transferred from the Fixed Account to the Loan Account on that day;
- 7. If that day is a monthly anniversary, the portion of the Monthly Deduction charged to the Fixed Account to cover the policy month that starts on that day.

The cash value in the Fixed Account can be negative. Interest will not be charged on negative cash value.

Separate Account Cash Value

The cash value in each Investment Division on the Investment Start Date equals: the portion of the initial Net Premium received and allocated to the Investment Division; less the portion of the Monthly Deductions due from the Policy Date through the Investment Start Date, if any, charged to the Investment Division.

The cash value in each investment Division on any day after the investment Start Date equals:

- The cash value in the Investment Division on the preceding Valuation Date times
 that Investment Division's Net Investment Factor for the current Valuation Period;
 plus
- 2. Any portion of Net Premium received and allocated to the Investment Division on that day; plus
- Any amounts transferred to the Investment Division from the Fixed Account or from another Investment Division during the current Valuation Period; plus
- Any loan repayments allocated to the Investment Division during the current Valuation Period; plus
- That portion of any interest credited on an outstanding Loan which is allocated to the Investment Division during the current Valuation Period;

Less:

- Any amounts transferred from the Investment Division during the current Valuation Period:
- 2. Any partial withdrawal from the Investment Division during the current Valuation Period;
- 3. Any portion of a Transfer Processing Charge taken from the Investment Division;
- Any portion of the Surrender Charge incurred during the current Valuation Period due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Investment Division;
- 5. Any portion of the unpaid Monthly Coverage Expense Charges taken during the current Valuation Period due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Investment Division;
- Any amount transferred from the Investment Division to the Loan Account during the current Valuation Period;
- If a monthly anniversary occurs during the current Valuation Period, the portion of the Monthly Deduction charged to the Investment Division during the current Valuation Period to cover the policy month that starts during that Valuation Period.

The cash value in an Investment Division can be negative. Interest will not be charged on negative cash value.

Variable Accumulation Units

At the end of a Valuation Date, the current market value of an Investment Division is determined by multiplying that Investment Division's accumulation unit value times the number of Investment Division accumulation units held under the Policy.

The number of Investment Division accumulation units will increase when:

- 1. Any portion of a Net Premium is allocated to that Investment Division;
- 2. Amounts are transferred to that Investment Division; or
- 3. Loans are repaid and credited to that Investment Division.

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- Any portion of the Monthly Deduction is deducted from that Investment Division;
- 2. A Loan is taken from that Investment Division;
- 3. An amount is transferred from that Investment Division;
- 4. A Transfer Processing Charge is taken from that Investment Division;
- 5. A Surrender Charge is taken from that Investment Division;
- 6. A partial withdrawal is taken from that Investment Division; or
- 7. Any portion of the Coverage Expense Charge is taken from that Investment Division due to a decrease in Face Amount attributable to that Investment Division.

Value of Each Accumulation Unit

The value of an accumulation unit may increase or decrease from one Valuation Period to the next. For any Valuation Period, the value equals 1, times 2, where:

- 1. Equals the value of an accumulation unit for the prior Valuation Period; and
- Equals the Net Investment Factor for that Investment Division for the current Valuation Period.

Net Investment Factor

The Net Investment Factor measures the investment performance of an Investment Division during a Valuation Period. The Net Investment Factor for each Investment Division for a Valuation Period is equal to:

- 1. The value of the assets at the end of the preceding Valuation Period; plus
- The investment income and capital gains---realized or unrealized---credited to the assets during the Valuation Period for which the Net Investment Factor is being determined; less
- The capital losses---realized or unrealized---charged against the assets during the Valuation Period; less
- 4. Any amount charged against the Investment Division for taxes, including any tax or other economic burden resulting from the application of tax laws that we determine to be properly attributable to the Investment Division, or any amount we set aside during the Valuation Period as a reserve for taxes attributable to the operation or maintenance of the Investment Division; divided by
- 5. The value of the assets at the end of the preceding Valuation Period.

Loan Account Cash Value

The cash value in the Loan Account as of the Investment Start Date equals the amount transferred into the Loan Account on that day.

The cash value in the Loan Account on any day after the Investment Start Date is equal to:

- 1. The cash value in the Loan Account on the preceding Valuation Date, with interest at the Loan Interest Rate Credited; plus
- 2. Any amount transferred to the Loan Account from the Fixed Account on that day; plus
- 3. Any amount transferred to the Loan Account from the Investment Divisions on that day; plus
- If that day is a policy anniversary, an amount due to cover the Loan Interest if not paid by you; less
- 5. Any amount transferred from the Loan Account to the Fixed Account on that day; less
- 6. Any amount transferred from the Loan Account to the Investment Divisions on that day.

Cash Value After the Maturity Date

If the Policy is continued beyond the Maturity Date, the Cash Value of the Policy on and after the Maturity Date will be determined in the same manner as described above, except there will be no Monthly Deductions taken. Premiums cannot be paid on or after the Maturity Date, except for payments required under a Grace Period due to an Excess Loan.

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Monthly Deduction

The Monthly Deduction for the following month is deducted on the monthly anniversary; and equals the sum of:

- 1. The Total Monthly Cost of Insurance; plus
- 2. The Monthly Mortality and Expense Risk Charge; plus
- 3. The Monthly Coverage Expense Charge; plus
- 4. The Monthly Policy Charge; plus
- The monthly costs for riders made a part of the Policy, unless otherwise stated in a rider.

The Monthly Deduction for a policy month will be taken from the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account on the monthly anniversary. However, at any time you can choose In Writing to have Monthly Deductions allocated to:

- The Fixed Account or to a specific Investment Division until the cash value in the Fixed Account or that Investment Division is insufficient to cover the entire Monthly Deduction; and then
- To the Fixed Account and the remaining Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account on the monthly anniversary.

You can change the Monthly Deduction allocation by making a request In Writing.

There will be no Monthly Deduction taken on or after the Maturity Date.

Monthly Cost of Insurance

The Monthly Cost of Insurance for the following month is charged as part of the Monthly Deduction and is included in the Total Monthly Cost of Insurance. The Total Monthly Cost of Insurance equals:

- 1. The Net Amount at Risk allocated to the remaining Initial Face Amount (which includes any increase in Face Amount resulting from a change in Death Benefit Option) times the Monthly Cost of Insurance Rate for the Initial Face Amount, divided by 1,000; plus
- If you request any increases in Face Amount, the Net Amount at Risk allocated to each Requested Increase times the Monthly Cost of Insurance Rate for each increase in Face Amount, divided by 1,000.

Net Amount at Risk

The Net Amount at Risk equals:

- 1. For Death Benefit Option A, and for Death Benefit Option C on and after Age 65:
 - a. The greater of: the Face Amount divided by the Monthly Discount Factor shown on the Policy Specifications page; and the Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month times the applicable Attained Age Factor shown in the Table of Corridor Factors; less
 - b. The Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month.
- 2. For Death Benefit Option B, and for Death Benefit Option C prior to Age 65:
 - a. The greater of: the Face Amount divided by the Monthly Discount Factor shown on the Policy Specifications page, plus the Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month; and the Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month times the applicable Attained Age Factor shown in the Table of Corridor Factors; less
 - b. The Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month.

If the Face Amount or Death Benefit of a rider made a part of the Policy is to be included for the purposes of calculating the Net Amount at Risk under the Death Benefit Options, that rider will so indicate.

The Cash Value used in the Net Amount at Risk calculation will not be less than zero.

Allocation of Net Amount at Risk

The Net Amount at Risk will be allocated to the coverages in the following order:

- Each increase in Face Amount in succession, starting with the most recent increase; and then
- 2. To the coverage provided by the remaining Initial Face Amount (which includes any increase in Face Amount resulting from a change in Death Benefit Option).

If the Allocation of Net Amount at Risk is affected by a rider made a part of the Policy, that rider will so indicate.

Monthly Cost of Insurance Rates

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At the start of each coverage year, the Monthly Cost of Insurance Rate is calculated for the remaining Initial Face Amount (which includes any increase in Face Amount resulting from a Death Benefit Option Change) and for each Requested Increase. The Monthly Cost of Insurance Rate for each portion of coverage is based on the issue age, risk classification, sex and completed years from the Policy Date for the Initial Face Amount and from the Date of Coverage for each Requested Increase. If the Death Benefit equals a percentage of the Cash Value, any increase in Cash Value will cause an automatic increase in the Death Benefit. The risk classification for such increase will be the same as that used for the most recent Requested Increase, excluding any riders, which required proof that the Insured was insurable by our standards.

The Monthly Cost of Insurance Rates for each portion of coverage will never exceed the rates shown on the Table of Guaranteed Maximum Monthly Cost of Insurance Rates page for that coverage. Any change in the cost of insurance rates will apply to all persons of the same age, sex, and risk classification whose coverage has been in force for the same length of time.

Monthly Coverage Expense Charge

The Policy's Monthly Coverage Expense Charge equals the total of these charges for the Initial Face Amount and for all Requested Increases. The Charge for each portion of coverage equals: the Face Amount of the Policy (excluding any increase in Face Amount resulting from a Death Benefit Option change) or the amount of an increase; times its Monthly Coverage Expense Charge rate for the applicable year; divided by 1,000. The Maximum Monthly Coverage Expense Charge is shown on the Policy Specifications page. A separate Maximum Monthly Coverage Expense Charge will apply to each Requested Increase.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Monthly Coverage Expense Charge on any day after Reinstatement.

Monthly Policy Charge

The Monthly Policy Charge will never exceed the amount shown on the Policy Specifications page.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Monthly Policy Charge on any day after Reinstatement.

Mortality and Expense Risk Charge

The Mortality and Expense Risk Charge will be calculated on each monthly anniversary and will not exceed the Maximum Mortality and Expense Risk Charge shown on the Policy Specifications page times the cash value in the Separate Account at the start of the current monthly anniversary. If the cash value in the Separate Account is negative on a monthly anniversary, the Mortality and Expense Risk Charge will not be deducted for that month.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Mortality and Expense Risk Charge on any day after Reinstatement.

Cash Surrender Value

The Cash Surrender Value of the Policy equals the Cash Value at the time of surrender, less:

- 1. Any Policy Loan Balance;
- Any unpaid Monthly Coverage Expense Charges and Monthly Policy Charges due for the remainder of the first policy year:
- Any unpaid Monthly Coverage Expense Charges and Monthly Policy Charges due for the remainder of the 12-month period following the Date of Coverage of a Requested Increase;
- 4. Any unpaid Monthly Coverage Expense Charges and Monthly Policy Charges due for the remainder of the 12-month period following the Issue Date of any rider made a part of the Policy if that rider so states:
- 5. Any Surrender Charge.

Surrender

You may surrender the Policy for its Cash Surrender Value during the lifetime of the Insured. We will determine the Cash Surrender Value as of the date we receive your request In Writing. The Cash Surrender Value will be paid to you in one sum or placed in an account that earns interest unless you choose In Writing to apply all or part of the proceeds to a Payment Option. (See the Payment Options section).

The Policy will terminate on the monthly anniversary on or next following the date of surrender. The Cash Surrender Value will not be reduced by the Total Monthly Cost of Insurance due on that date for a subsequent policy month.

If the Insured dies on or after the date of surrender and before the termination of the Policy: the surrender will be reversed; and the Cash Surrender Value paid to you will be processed as a Loan. Therefore, the Cash Surrender Value paid to you will be deducted from the Policy Proceeds. (See the Policy Proceeds provision.)

Partial Withdrawals

After the first policy year and subject to the conditions below, you may make a request In Writing for a partial withdrawal from the Cash Surrender Value.

We reserve the right to limit the total amount you may withdraw to 90% of the Cash Surrender Value. See the Allocation of Partial Withdrawals, Fixed Account Partial Withdrawals and Separate Account Partial Withdrawals provisions below for additional limits we may impose on partial withdrawals.

The amount of your partial withdrawal request at any one time must be at least the Minimum Loan and Partial Withdrawal Amount shown on the Policy Specifications page.

No partial withdrawal will be processed which would:

- Reduce the Cash Surrender Value to less than an amount that would cover two Monthly Deductions; or
- Result in the Face Amount, excluding riders, being less than the Minimum Face Amount shown on the Policy Specifications page; or
- Disqualify the Policy as life insurance under the Code and any interpretive regulation or rulings by the Internal Revenue Service.

In each policy year after the first, you may make up to the Maximum Number of Partial Withdrawals shown on the Policy Specifications page as long as the total withdrawal amount (see the first paragraph of this provision) is not exceeded, except with our consent. We reserve the right to change the minimum amounts or the maximum number of partial withdrawals. We also may assess a transaction charge for a withdrawal, not to exceed the Maximum Partial Withdrawal Charge shown on the Policy Specifications page.

The Death Benefit of the Policy will be based on the Face Amount after the partial withdrawal and the reduced Cash Value. The Face Amount of the Policy will be decreased, if necessary, such that the Net Amount at Risk after the partial withdrawal is not greater than the Net Amount at Risk before the partial withdrawal.

The Face Amount will be decreased in the following order, unless any rider made a part of the Policy states otherwise:

- Each Requested Increase in succession, starting with the most recent increase; and then
- 2. The remaining Initial Face Amount; and then
- 3. Any increase in Face Amount resulting from a change in Death Benefit Option.

If a decrease in Face Amount requires a decrease in the amounts provided by any riders made a part of the Policy, that rider will so indicate.

A Surrender Charge may apply if the Face Amount is decreased as a result of a partial withdrawal.

Allocation of Partial Withdrawals

Subject to the conditions below, partial withdrawals will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value less the cash value in the Loan Account on the date of the partial withdrawal. If the Fixed Account conditions will not allow this proportionate allocation, we will request that you specify an acceptable allocation.

Fixed Account Partial Withdrawals and Transfers

Except with our consent, partial withdrawals and transfers from the Fixed Account can be made once within 30 days after each policy anniversary. The maximum amount of all partial withdrawals and transfers from the Fixed Account in a policy year will, except with our consent, be the greater of 1, and 2, where:

- 1. Equals the portion of the Cash Surrender Value in the Fixed Account at the start of that policy year times the Fixed Account Maximum Withdrawal Percentage Limit, as shown on the Policy Specifications page.
- 2. Equals the previous year's Fixed Account Maximum withdrawal amount.

However, if less than \$50 would remain in the Fixed Account after the withdrawal, you can withdraw the entire portion of the Cash Surrender Value in the Fixed Account.

Separate Account Partial Withdrawals

The maximum amount of a partial withdrawal from any one of the Investment Divisions will be the lesser of 1. and 2., where:

- 1. Equals 90% of the portion of the Cash Surrender Value in that Investment Division at the start of that policy year.
- 2. Equals the amount required to keep the Face Amount, excluding riders, from being less than the Minimum Face Amount.

Surrender Charge

During the surrender charge period, a Surrender Charge will apply: upon surrender; upon lapse; upon a partial withdrawal that decreases the Face Amount; upon a change in Death Benefit Option that decreases the Face Amount; and upon a requested decrease in Face Amount. However, in each policy year you can take partial withdrawals equal to 10% without a Surrender Charge. For example, if you take a partial withdrawal of 6% of the Cash Surrender Value, you can take another 4% of the then current Cash Surrender Value in that policy year without a Surrender Charge, and then Surrender Charges will apply to any future withdrawals in that policy year.

A Surrender Charge will be applied:

- First, with respect to each Requested Increase in succession and the number of months from the Date of Coverage for that increase, starting with the most recent increase; and then
- With respect to the Initial Face Amount (excluding any increase in Face Amount resulting from a Death Benefit Option change) and the number of months from the Policy Date.

The Maximum Surrender Charges for the Initial Face Amount and for any Requested Increase are shown on the Surrender Charge Schedule page for the respective coverage.

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A Surrender Charge will apply to any decrease in Face Amount during the surrender charge period. The amount of Surrender Charge applied because of a decrease in Face Amount is defined on the Surrender Charge Schedule page for the portion of the Face Amount being decreased. The Surrender Charge for a decrease in Face Amount is deducted from the Cash Value on the effective date of the decrease.

The Surrender Charge will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value less the cash value in the Loan Account. If a Surrender Charge is imposed due to a partial withdrawal, it will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the partial withdrawal was allocated among the Fixed Account and the Investment Divisions.

If the Surrender Charge of a rider made a part of the Policy is to be included for the purposes of determining the Surrender Charge applicable to the Policy, that rider will so indicate.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Surrender Charge on any date after Reinstatement.

Continuation of Insurance

If all premium payments cease and the Guaranteed Minimum Death Benefit provision is not in effect, the insurance provided under the Policy, including benefits provided by any rider made a part of the Policy, will continue in accordance with the provisions of the Policy for as long as the Cash Surrender Value is sufficient to cover the Monthly Deductions. (See the Grace Period provision.)

Postponement of Payments or Transfers

We will usually pay any amounts payable on Loans, surrenders or partial withdrawals allocated to the Investment Divisions within seven days after we receive the request In Writing. We will usually pay any Death Benefit proceeds within seven days after we receive due proof of claim. Payment of any amount payable from the Investment Divisions on Loans (except when used to pay premiums on policies issued by us), surrenders, partial withdrawals or death may be postponed whenever:

- The New York Stock Exchange is closed (other than customary weekend and holiday closing) or trading on the New York Stock Exchange is restricted as determined by the SEC:
- 2. The SEC, by order, permits postponement for the protection of policy owners; or
- 3. An emergency exists as determined by the SEC, as a result of which disposal of securities is not reasonably practicable or it is not reasonably practicable to determine the value of the net assets of the Separate Account.

Transfers may also be postponed under the circumstances listed above.

We may defer payment of the portion of any amount payable from the Fixed Account on surrender or partial withdrawals for not more than six months. If we defer payment for 30 days or more, we will pay interest, if required by law, at a rate at least equal to the minimum required by the state governing the Policy.

We may defer payment of the portion of any Loan from the Fixed Account for not more than six months, except for payment of premiums to us.

Basis of Computation

The minimum cash values in the Fixed Account are based on:

- The Basis of Computation of Minimum Cash Values table shown on the Policy Specifications page and any Policy Specifications for Policy Change page; and
- Compound interest at an annual rate of not less than the Fixed Account Cash Value Guaranteed Interest Rate shown on the Policy Specifications page.

All values are at least equal to those required by any applicable law of the state that governs the Policy. We have filed a detailed statement, if required, of the method of calculating cash values and reserves with the insurance supervisory official of that state.

4. SEPARATE ACCOUNT PROVISIONS AND TRANSFERS

Separate Account

The variable benefits under the Policy are provided through investments in the Separate Account. This account is used for flexible premium variable life insurance policies and, if permitted by law, may be used for other policies or contracts as well.

We hold the assets of the Separate Account. These assets are held separately from the assets held in our general account (which includes the Fixed Account). Income, gains and losses—whether or not realized—from assets allocated to the Separate Account will be credited to or charged against the Separate Account without regard to our other income, gains or losses.

The portion of the assets held in the Separate Account equal to the reserves and other policy liabilities with respect to the Separate Account will not be charged with liabilities that arise from any other business we may conduct. We have the right to transfer to our general account any assets of the Separate Account that exceed the reserves and other policy liabilities of the Separate Account.

The Separate Account is registered with the Securities and Exchange Commission as a unit investment trust under the Investment Company Act of 1940. The Separate Account is also subject to the laws of the state of Delaware. To the extent required by law, the investment policy of the Separate Account will not be changed without the approval of the Insurance Commissioner of the State of Delaware. If required, the approval process is on file with the insurance supervisory official of the state that governs the Policy.

Investment Divisions

The Separate Account has multiple Investment Divisions. The Investment Divisions invest in shares of registered investment companies or other pools of investment assets.

Income, gains and losses---whether or not realized---from the assets of each Investment Division are credited to or charged against that Investment Division without regard to income, gains or losses in other Investment Divisions or in the Fixed Account.

We will value the assets of each Investment Division at the end of each Valuation Period.

The values and benefits of the Policy depend on: the investment performance of the Investment Divisions; and the interest credited to the Fixed Account. We do not guarantee the investment performance of the Investment Divisions. You bear the investment risk for amounts invested in the Investment Divisions for the Policy.

Addition, Deletion or Substitution of Investment Divisions

As permitted by law, we can add or remove shares of a fund that are held by the Separate Account or that the Separate Account may purchase. When a change is made, we will send you: a prospectus supplement or a revised prospectus for the Separate Account which will describe all of the funds then available for the Policy in the Separate Account or its successor or any other investment company in which the Separate Account is invested; and any notice required by law.

When shares of a fund are removed, we have the right to substitute a different fund in which the Investment Division will then invest:

- 1. The value of the removed shares of the fund; and
- 2. Future net premiums applied to that Investment Division.

The investment policy of the Separate Account will not be changed unless the change has been approved by the Insurance Commissioner of the State of Delaware, if required. We have filed a statement of the approval process with the insurance supervisory official of the state that governs the Policy, to the extent required by law.

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Transfers

If the Policy is in force and you have not exercised your Conversion Right, 20 days after the initial Net Premium is applied to the Policy, you may transfer amounts as follows:

- 1. Between the Fixed Account and the Investment Divisions; and
- Among the Investment Divisions.

These transfers will be subject to the following conditions:

- We must receive a request for transfer in Writing.
- The transfer request must be expressed as a dollar amount or as a percentage in whole numbers.
- The minimum amount of the transfer must be equal to the lesser of \$50 or the total amount the Fixed Account or Investment Division that the transfer is being made from.
- 4. We may impose a charge for each transfer not to exceed the Maximum Transfer Processing Charge shown on the Policy Specifications page.
- 5. We reserve the right to limit the number of transfers in each policy year to the Maximum Number of Transfers per Policy Year shown on the Policy Specifications page.
- 6. The maximum amount of all transfers and partial withdrawals from the Fixed Account (the Fixed Account Maximum) in any policy year will be the greater of a. and b., where:
 - Equals the portion of the Cash Surrender Value in the Fixed Account at the start of that policy year, times the Fixed Account Maximum Withdrawal Percent Limit shown on the Policy Specifications page; and
 - b. Equals the previous policy year's Fixed Account Maximum withdrawal amount.

However, if less than \$50 would remain in the Fixed Account after the transfer, you can transfer the remainder to the Investment Divisions.

The Fixed Account cash value immediately after any transfer to the Fixed Account cannot exceed c. times d., where:

- c. Equals the Fixed Account cash value plus the Separate Account cash value; and
- d. Is the Fixed Account Maximum Allocation Percent as shown on the Policy Specifications page.

All transfers that occur on the same day are counted as one transfer for the purpose of determining: any charge under item 4 above; and the number of transfers made in a policy year under item 5 above.

Your right to make transfers is subject to limitations or modifications by us if we determine, in our sole opinion, that the exercise of the right by one or more owners with interests in the Investment Division is, or would be, to the disadvantage of other owners. Restrictions may be applied in any manner reasonably designed to prevent any use of the transfer right that we consider to be to the disadvantage of other owners. A limitation or modification could be applied to transfers to and from one or more of the Investment Divisions and could include, but is not limited to:

- 1. The requirement of a minimum time period between each transfer;
- Not accepting a transfer request from a third party acting under authorization on behalf of more than one owner;
- 3. Limiting the dollar amount that may be transferred by an owner between the Investment Divisions at any one time; or
- 4. Requiring that a transfer request be provided in Writing and signed by the owner,



5. LOANS

Loans

Upon your request in Writing, you may borrow no more than the Loan Value (defined below) of the Policy while it is in force.

The Loan Value on the date the loan is made equals:

- 1. The Cash Value: less
- 2. Any Policy Loan Balance: less
- 3. Loan interest to the next policy anniversary; less
- 4. The most recent Monthly Deduction charged, times the number of policy months to the next policy anniversary; less
- 5. Any Surrender Charge; plus
- 6. Interest at the Fixed Account Cash Value Guaranteed Interest Rate credited to the next policy anniversary.

The amount of each loan request must be at least equal to the Minimum Loan and Partial Withdrawal Amount shown on the Policy Specifications page. The Policy will be the sole security for such Loan.

You may allocate the Loan among the Fixed Account and the Investment Divisions. If you do not specify the allocation, then the Loan will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account, on the date of the Loan,

Cash value equal to the Loan allocated to the Fixed Account and each Investment Division will be transferred to the Loan Account and will earn interest at an annual effective rate not less than the Loan Interest Rate Credited shown on the Policy Specifications page. Interest earned on the cash value in the Loan Account will remain in the Loan Account until: we receive a loan repayment; a new Loan is made; the Policy enters the Grace Period; or the next policy anniversary. Upon any of these events, the interest earned on the Loan Account will be transferred to the Fixed Account and the Investment Divisions in proportion to the cash value in each.

Interest on loans will be charged at the Loan Interest Rate Charged applicable to the Policy Year as shown on the Policy Specifications page. This is a fixed loan interest rate. The loan interest is due each year on the policy anniversary.

If you do not pay the loan interest when it is due on a policy anniversary: an amount of cash value equal to the loan interest will be added to the existing loan; interest will be charged on it; and it will be allocated to the Loan Account. The amount transferred will be deducted from the Fixed Account and the Investment Divisions in the same proportion that the cash value in each bears to the total Cash Value, less the cash value in the Loan Account.

Any payment we receive will be applied as a premium payment unless it is clearly marked as a Loan repayment.

You may repay the Policy Loan Balance in whole or in part at any time before the death of the Insured while the Policy is in force. When a loan repayment is made, an amount equal to the loan repayment will be transferred from the Loan Account to the Fixed Account and the Investment Divisions in the same proportion that the cash value in each bears to the total Cash Value, less the cash value in the Loan Account.

If there is an Excess Loan (see the Definitions page), we will mail a notice to your last known address and that of any assignee of record. We will allow you a Grace Period for payment of the excess due. If the excess due remains unpaid at the end of the Grace Period, the Policy will lapse without value. The Grace Period will end 62 days from the date the notice is sent.

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6. PREMIUMS AND GRACE PERIOD

Payment of Premiums

The first premium is due as of the Policy Date. While the Insured is living, premiums after the first must be paid at our Designated Office. A premium receipt will be furnished upon request. The Policy will not be in force until the first premium is paid.

Prior to the Maturity Date, premiums may be paid in any amount and at any interval subject to the following conditions:

- Any premium payment must be at least \$50.00.
- If you chose the Guideline Premium Test, total premiums paid in any policy year may not exceed an amount that would cause the Policy to fail the definition of life insurance as defined by Section 7702 of the Code or any applicable successor provision.

The Planned Premium amount cannot be increased if payment of the increased planned premium would cause the Policy to fail to satisfy the definition of life insurance as defined by Section 7702 of the Code or any applicable successor provision.

If we receive a premium that causes the Death Benefit to increase by an amount that exceeds that Net Premium, we reserve the right to refuse that premium payment. We may require additional evidence of insurability before we accept that premium payment.

Premiums cannot be paid on or after the Maturity Date, unless they are required under a Grace Period provision.

Unless you request otherwise In Writing, any payment that we receive will be used as a premium payment.

Percent of Premium Charge

A Percent of Premium Charge will be deducted from each premium submitted. The maximum charge is shown on the Policy Specifications page.

Premium Tax Charge

A Premium Tax Charge will be deducted from each premium submitted. The maximum charge is shown on the Policy Specifications page.

Federal Tax Charge

A Federal Tax Charge will be deducted from each premium submitted. The maximum charge is shown on the Policy Specifications page.

Allocation of Net Premiums

You may allocate the Net Premiums among the Fixed Account and the Investment Divisions. No less than 1% of the Net Premium may be allocated to the Fixed Account or any Investment Division. Percentages must be in whole numbers. The cash value in the Fixed Account immediately after payment of the premium cannot exceed 1. times 2., where:

- 1. Equals the Fixed Account cash value plus the Separate Account cash value.
- Equals the Fixed Account Maximum Allocation Percent as shown on the Policy Specifications page. We may modify the Fixed Account Maximum Allocation Percent at any time.

The initial allocation is shown on the Application.

The Policy's first Net Premium is invested in the Fixed Account as of the Investment Start Date. Twenty days after the first Net Premium is applied to the Policy, the Cash Value will be allocated to the Fixed Account and/or the Investment Divisions according to the allocations you chose on the Application. Before the Cash Value is transferred from the Fixed Account, the values and benefits of the Policy will depend on the interest credited to the Fixed Account. After the Cash Value is transferred from the Fixed Account, each Net Premium will be allocated to the Fixed Account and/or the Investment Divisions according to the allocations you have chosen as of the date we receive the premium at our Designated Office.

Your Right to Change Allocation

While the Policy is in force, you may change the allocation of future Net Premiums among the Fixed Account and/or the Investment Divisions as outlined in the Allocation of Net Premiums provision. The change in allocation percentages will take effect when we receive your request In Writing.

Guaranteed Minimum

On each monthly anniversary, we will compare 1. to 2. for each Guaranteed Minimum Death Benefit Period (referred to as "Guaranteed Period") applicable to the Policy, where:

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Death Benefit

- 1. Equals the sum of the Guaranteed Minimum Death Benefit Monthly Premiums for each applicable Guaranteed Period for each monthly anniversary since the Policy Date; and
- Equals the total premiums paid to date less: all partial withdrawals; any cash value paid
 to you to allow the Policy to continue to qualify as a life insurance contract; and any
 outstanding Loans.

If 2. is greater than or equal to 1. for at least one applicable Guaranteed Period, the Policy will not lapse, even if the Cash Surrender Value is insufficient to pay the Monthly Deduction.

If, based on the total premium paid, the Policy qualifies for a longer Guaranteed Period than the one chosen in the Application, the longer Guaranteed Period will be in effect. The Policy will qualify for a longer Guaranteed Period only if the premium requirement for that Guaranteed Period has been satisfied for each policy month since the Policy Date.

If the premium requirement for the Guaranteed Period chosen in the Application is not met: the Guaranteed Period chosen will no longer be in effect; and the next shorter Guaranteed Period for which the premium requirement has been met since the Policy Date, if any, will be in effect.

The Guaranteed Minimum Death Benefit Monthly Premium may change if any of the following occurs:

- 1. A change in Face Amount; or
- 2. The addition or deletion of, or change to, a rider made a part of the Policy; or
- 3. A change in Death Benefit Option; or,
- 4. A misstatement of age or sex in the Application; or
- A change in the Insured's risk classification. This may also affect the Guaranteed Period.

We will send you a revised Policy Specifications page reflecting the new Guaranteed Minimum Death Benefit Monthly premium.

If the Guaranteed Minimum Death Benefit ends because the premium requirement has not been met while the Policy is in force, the Guaranteed Period that was in effect immediately prior to the expiration of the Guaranteed Minimum Death Benefit can be reinstated within nine months, provided that the Policy remains in force. Sufficient premiums must be paid to satisfy the cumulative premium requirement for the applicable Guaranteed Period at the time of reinstatement.

If the Policy lapses during the first five policy years, only the Five-Year Guaranteed Period will be reinstated if the Policy is reinstated during the first five policy years. If the Policy lapses after the first five policy years, the Guaranteed Minimum Death Benefit provision will terminate and no Guaranteed Period can be reinstated if the Policy is reinstated.

We will send you a notice if the Guaranteed Minimum Death Benefit Monthly premium requirement for the Guaranteed Period you chose has not been met. The notice will state the amount of premium that has to be paid in order to retain the guarantee and whether, in the absence of payment, the Policy would qualify for the next shorter Guaranteed Period. If the premium required to keep your chosen Guaranteed Period in effect is not paid within 62 days of the notice, that guarantee will end. If the Policy qualifies for a shorter Guaranteed Period, that will become the new Guarantee Period.

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Grace Period

If, on a monthly anniversary during an applicable Guaranteed Period, the Policy does not meet any applicable Guaranteed Minimum Death Benefit premium requirement and the Cash Surrender Value is less than the next Monthly Deduction, a Grace Period of 62 days will be allowed for the payment of a premium sufficient to keep the Policy in force (referred to as the "Amount Due").

After the termination of the last applicable Guaranteed Period, if the Cash Surrender Value is less than the next Monthly Deduction on a monthly anniversary, a Grace Period of 62 days will be allowed for the payment of the Amount Due.

At the start of the Grace Period, notice of the Amount Due will be sent to your last known address and to any assignee on record. The Amount Due is the amount required to pay the Monthly Deduction, or the amount required to meet a Guaranteed Minimum Death Benefit premium requirement (if applicable), whichever is less. If we do not receive the Amount Due by the end of the Grace Period, the Policy will lapse at the end of that 62-day period and it will then terminate without Cash Surrender Value. If the Insured dies during the Grace Period, any Amount Due will be deducted from the Death Benefit.

Reinstatement

If the Policy has not been surrendered, you may reinstate your lapsed Policy prior to the Maturity Date and within three years after the date of lapse. To reinstate, you must submit a request In Writing and the following:

- 1. Proof satisfactory to us that the Insured is insurable by our standards.
- 2. Payment of the Monthly Deductions and Loan Interest due and unpaid at the time of lapse
- 3. Payment of an amount large enough to keep the Policy in force for at least two months.

The Insured must be alive on the date we approve the request for reinstatement. If the Insured is not alive, such approval is void.

The reinstated Policy will be in force from the date we approve the reinstatement application. There will be a full Monthly Deduction for the policy month in which we approve the reinstatement application.

Any Loans in effect at the time of lapse may be repaid or reinstated.

The Surrender Charge, Maximum Monthly Coverage Expense Charge and Maximum Monthly Policy Charge at the time of Reinstatement will be those in effect at the time of lapse. The Cash Value following Reinstatement will include the amount of any Surrender Charge imposed at the time of lapse.

Reinstatement of the Minimum Death Benefit Guarantee is limited as described in the Minimum Death Benefit Guarantee provision.

Riders can be reinstated only as stated in the rider or with our consent.

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7. GENERAL PROVISIONS

We have issued the Policy in consideration of the Application and payment of premiums. The Policy, the Application, any riders, and any endorsements comprise the entire contract and are made a part of the Policy when you accept the insurance applied for. The Policy may be changed by mutual agreement. Any change must be in writing and approved by our President or Secretary. Our representatives have no authority to alter or modify any terms, conditions, or agreements of the Policy, or to waive any of its provisions.

All statements made by the Insured or on his or her behalf, or by the applicant, will be deemed representations and not warranties. Material misstatements will not be used to void the Policy, any rider or any increase in Face Amount or to deny a claim unless made in the Application.

To the extent permitted by law, neither the Policy nor any payment under it will be subject to the claim of creditors or to any legal process.

While the Policy is in force during the first two policy years, you have a one-time right to exchange the Policy to a new permanent fixed benefit life policy on the life of the Insured, without proof of insurability. We, or an affiliate that we name, will issue the new policy on the following basis:

- 1. The new policy will have the same Policy Date and Issue Date as this Policy;
- 2. The Face Amount of the new policy may not be greater than the Face Amount, exclusive of riders, of this Policy on the exchange date;
- The cost of insurance rates for the new policy will be based on the Insured's age, smoker status, sex, and risk classification in effect on the Issue Date of this Policy, or the class we determine is the closest to it if that class is not offered on the new policy;
- 4. The new policy will be a permanent fixed benefit plan agreed to by the issuing company, to the extent available for sale by that company on the exchange date and subject to any limits under Federal income tax and other applicable rules;
- 5. The Cash Value of this Policy will be transferred to the new policy as of the exchange date;
- 6. Any premium from this Policy that is in excess of the premium due, if any, for the new policy may be applied as an advance premium. If the conversion results in an increase in cash value, the increase will be payable by you. If a decrease in cash value results, we will return such amount to you;
- 7. Any Loan and loan interest due on the exchange date must be repaid prior to the issue of the new policy;
- 8. Any riders attached to this Policy will be attached to the new policy only if available for such policy;
- 9. The new policy will be subject to any assignments and limitations to which this Policy is subject.

Misstatement of Age or Sex and Corrections

If we determine during the first policy year that there was a misstatement of age or sex in the Application, the Policy values and charges will be recalculated from the Issue Date based on the correct information.

If we determine after the first policy year that there was a misstatement of age or sex in the Application, the amount of the Death Benefit will be that which would be purchased by the most recent Monthly Deduction at the correct age and sex.

If we make any payment or Policy changes in good faith, relying on our records or evidence supplied to us, our duty will be fully discharged. We reserve the right to correct any errors in the Policy.

Unisex Basis

If the Policy is issued on a unisex basis, all rates, benefits and values that contain differences based on sex are modified to provide the same for males and females.

Incontestability

We cannot contest the initial coverage after the Policy has been in force during the lifetime of the Insured for two years from its Issue Date. We cannot contest a Requested Increase with regard to material misstatements made concerning such increase after it has been in force during the lifetime of the Insured for two years from its Date of Coverage. We cannot contest a Death Benefit increase caused by a premium payment that required evidence of insurability after it has been in force during the lifetime of the Insured for two years from the date we received the premium payment. We cannot contest a Death Benefit increase caused by a change in Death Benefit Option that required evidence of insurability after it has been in force during the lifetime of the Insured for two years from its Date of Coverage. This provision will not apply to any rider that contains its own incontestability clause.

If the Policy was issued as the result of the exercise of an option given in another policy and proof of insurability was not required, the contestable period applicable to the coverage resulting from the option exercise will end at the same time as it would have under the original policy.

Suicide Exclusion

If the Insured dies by suicide, while sane or insane, within two years from the Issue Date, the amount payable will be limited to: the amount of premiums paid less any partial withdrawals; or il greater and required by law, the reserve; less any Policy Loan Balance on the date of death. If the Insured dies by suicide, while sane or insane, after the first two policy years and within two years of the Date of Coverage of any Requested Increase: the increase will not be in effect; and the portion of Monthly Deduction attributable to the increase will be added to the Cash Value prior to the calculation of the Death Benefit.

If the Policy was issued as the result of the exercise of an option given in another policy and proof of insurability was not required, the suicide period applicable to the coverage resulting from the option exercise will end at the same time as it would have under the original policy.

Annual Report

Each year, or more often if required by law or regulation, we will send you a report that shows: the Death Benefit; current Policy values; surrenders; premiums paid and deductions made since the last report; any Policy Loan Balance; any Death Benefit Guarantee in effect; and any other information required by law or regulation.

Illustration of Benefits

You may make a request In Writing for an illustration of benefits. We may charge a small fee for any requested illustration after the first in each policy year. This fee will not exceed the Maximum Fee for Illustration of Benefits shown on the Policy Specifications page.

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8. PERSONS WITH AN INTEREST IN THE POLICY

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The Owner of the Policy is named in the Application. The Owner can be changed before the death of the Insured. The new Owner will succeed to all rights of the Owner, including the right to make a further change of Owner. If there is more than one Owner, all must exercise the rights of ownership by joint action. Ownership may be changed in accordance with the Change of Owner or Beneficiary provision.

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The Owner may be the Insured or someone else, and may be a person, a partnership, a corporation, a fiduciary or any other legal entity. At the death of the Owner, his or her estate will be the Owner, unless a successor Owner has been named. The rights of the Owner will end at the death of the Insured.

Beneficiary

The Beneficiary is the person or entity named to receive the Policy Proceeds. The initial Beneficiary is named in the Application. You may change the Beneficiary before the death of the Insured; however, an irrevocable Beneficiary cannot be changed without his or her consent. The Beneficiary can be a person, a corporation, a partnership, a fiduciary or any other legal entity. A person must survive the Insured to qualify as Beneficiary. If none survives, the proceeds will be paid to the Owner.

and Change of Owner or Any payment we make will terminate our liability with respect to such payment.

Beneficiary

During the Insured's lifetime you may change the Owner and Beneficiary designations, subject to any restrictions as stated in the Owner and Beneficiary provisions. You must make the change In Writing. Once it is recorded, the change will take effect as of the date you signed the request. whether or not the Insured is living when we receive your request. The change will be subject to any assignment of the Policy or other legal restrictions. It will also be subject to any payment we made or action we took before we recorded the change. A change of Owner will void any prior Beneficiary designation.

ince **Assignments**

If you make an absolute assignment of the Policy, the assignee will be the new Owner and Beneficiary. A collateral assignment of the Policy by you is not a change of Owner or Beneficiary; but their rights will be subject to the terms of the assignment. Assignments will be subject to all payments made and actions taken by us before a signed copy of the assignment form is recorded by us at our Designated Office. We will not be responsible for determining whether or not an assignment is valid.

Designation of Owner and Beneficiary

A numbered sequence can be used to name successive Owners or Beneficiaries. Cobeneficiaries will receive equal shares unless otherwise stated.

In naming Owners or Beneficiaries, unless otherwise stated:

- 1. "Child" includes an adopted or posthumous child:
- 2. "Provision for issue" means that if a Beneficiary does not survive the Insured, the share of the Policy Proceeds for that Beneficiary will go to his or her living issue by right of representation; and
- 3. A family relation such as "wife", "husband" or "child" means relation to the Insured.

At the time of payment of benefits, we can rely on an affidavit of any Owner or other responsible person to determine family relations or members of a class.

Requests For Changes or Information

All requests for change or information must be submitted in Writing.

9. PAYMENT OF POLICY BENEFITS

Payment

Unless otherwise requested, we may pay the Policy Proceeds when the Insured dies to the Payee in one sum or by placing the amount in an account that earns interest. The Payee will have immediate access to all or any part of the account. We will pay interest on the proceeds from the date they become payable to the date of payment as stated above, if required by law.

On request, all or part of the proceeds payable in one sum at the death of the Insured can be applied to any Payment Option at the choice of the Payee. Further, with our consent, any Payee who is entitled to receive proceeds in one sum when a Payment Option ends, or at the death of a prior Payee, or when the proceeds are withdrawn, can choose to apply the proceeds to a Payment Option.

Choice of Payment Options; Option Date

The choice of a Payment Option and the naming of the Payee must be In Writing. You can make, change or revoke the choice before the death of the Insured. The Option Date is the effective date of the Payment Option, as chosen.

When a Payment Option starts, a contract will be issued by us or by an affiliate that will describe the terms of the Option.

Payee

A Payee is a person, a corporation, a partnership, a fiduciary or any other legal entity entitled to receive the Policy Proceeds or surrender proceeds in one sum or under a Payment Option.

If the Payee is not a natural person, the choice of a Payment Option will be subject to our approval. A collateral assignment will modify a prior choice of a Payment Option. The amount due any assignee will be payable in one sum and the balance will be applied under the Payment Option.

Life Income Options

Guaranteed Life Income Options are based on the age of the Payee on the Option Date. We will require proof of age. The Life Income payments will be based on the rates shown in the Life Income Tables; or, if they are greater, our Payment Option rates on the Option Date. If the rates at a given age are the same for different periods certain, the longest period certain will be deemed to have been chosen.

Death of Payee

Amounts to be paid after the death of a Payee under a Payment Option will be paid as due to the successor Payee. If there is no successor Payee, amounts will be paid in one sum to the estate of the last Payee to die. If a Payee under a Life Income Option dies within 30 days after the Option Date, the amount applied to the Option, less any payments made, will be paid in one sum, unless a Payment Option is chosen.

Limitations

If installments under an Option would be less than \$50, proceeds can be applied to a Payment Option only with our consent.

10. PAYMENT OPTIONS

Single Life Income

Monthly payments will be made during the lifetime of the Payee.

Single Life Income – 10 Year Guaranteed Payment Period Monthly payments will be made during the lifetime of the Payee with a guaranteed payment period of 10 years.

Joint and Survivor Life Income

Monthly payments will be made:

- 1. While either of two Payees is living, called "Joint and Survivor Life Income", or
- While either of two Payees is living, but for at least 10 years, called "Joint and Survivor Life Income, 10 Years Certain".

Other Frequencies and Options

Other Payment Options and payment frequencies may be arranged with us.

11. LIFE INCOME TABLES

Minimum Payments under Payment Options Monthly payments for each \$1,000 applied will not be less than the amounts shown in the following tables. On request, we will provide additional information about amounts of minimum payments.

Single Life Income

Payee's Age	Life Inç	ome	10 Year Guarar	iteed Payment Perio
	Male	Female	Male	Female
50	\$2.83	\$2.65	\$2.82	\$2.64
55	3.11	2.89	3.10	2.88
60	3.47	3.19	3.44	3.18
65	3.92	3.59	3.87	3.56
70	4.54	4.11	4.43	4.05
75	5.40	4.83	5.13	4.69
80	6.57	5.86	5.96	5.53
85	8.20	7.37	6.87	6.52
90 & over	10.48	9.62	7.72	7.52

Joint and Survivor Life Income

Age of Both Payees	Joint and Survivor One Male and One Female	Joint and Survivor, 10 Years Certain One Male and One Female
50	\$2.43	\$2.43
55	2.63	2.63
60	2.87	2.87
65	3.17	3.17
70	3.58	3.57
75	4.12	4.11
80	4.87	4.82
85	5.94	5.76
90 & over	7.47	6.84

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OVERLOAN PROTECTION RIDER

MetLife Insurance Company USA

This Rider is a part of the Policy if it is listed on the Policy Specifications page or on the Policy Specifications for Policy Change page. A copy of the application for this Rider is attached to and made a part of this Rider.

Overloan Protection Benefit

When the Overloan Protection Benefit is active, the Policy will not lapse even if the Cash Value is insufficient to pay the Monthly Deduction. The Death Benefit will be reduced by the Policy Loan Balance.

Activation of this Benefit

While this Rider is in force, we will send you a notification that you can choose to activate the Overloan Protection Benefit if the following conditions have been met:

- 1. The Policy has been in force for at least 15 policy years;
- 2. The Insured is at least Attained Age 75 (if this Rider is attached to a survivorship policy, the younger Insured must be at least Age 75),
- 3. The Policy Loan Balance is greater than both:
 - a. The Face Amount of the Policy; and
 - b. The Cash Value times the Minimum Percentage shown on the Rider Specifications page; and
- 4. On the date we receive your request In Writing to activate this Rider, the Policy Loan Balance is less than or equal to the Maximum Percentage shown on the Rider Specifications page times; the Cash Value less the surrender charge and the Rider Charge;
- The aggregate amount of premiums paid for the Policy, less the aggregate amount received under the Policy to the extent that such amount was excludable from gross income, have been withdrawn;
- The Death Benefit Option in effect on the date we receive your request In Writing to activate this Rider must be Option A;
- 7. The Cash Value less the Surrender Charge must be sufficient to cover the Rider Charge described below; and
- 8. The Policy is not a Modified Endowment Contract as defined in Section 7702A of the Internal Revenue Code of 1986, and the exercise of the Rider would not cause the Policy to become a Modified Endowment Contract.

If you want to activate this Rider, you must make a request in Writing within 30 days after we mail the notification.

Effect on the Policy

Activating the Overloan Protection Benefit will have the following effects on the Policy:

- The Cash Value in the Investment Divisions will immediately be transferred to the Fixed Account, with no Transfer Processing Charge;
- Transfers from the Fixed Account will not be allowed;
- Policy changes will not be allowed;
- 4. Premium payments will not be accepted;
- New loans (other than capitalized interest), partial withdrawals and surrenders will not be allowed;
- 6. No further Monthly Deductions will be taken;
- All other riders that are a part of the Policy will be terminated, and new riders cannot be added to the Policy.

Rider Charge

There is no charge for this Rider before you activate it. A one-time non-refundable charge will be deducted from the Cash Value when this Rider is activated prior to Attained Age 100. The charge equals: the Cash Value on the date we receive your request in Writing to activate this Rider; times the Overloan Protection Rate shown on the Rider Specifications page.

Deactivation of this Benefit

You can deactivate this Rider by making a request In Writing. On the date we receive your request In Writing, any riders that were terminated will remain terminated, and no new riders can be added to the Policy. Any other changes that were made to the Policy as a result of activating this Rider will no longer apply. Monthly Deductions will be taken on each monthly anniversary following the date of deactivation.

You can subsequently request activation of this Rider. Activation is subject to the conditions listed in the "Activation of this Benefit" provision.

Termination

This Rider will terminate upon the earlier of:

- 1. The termination of the Policy; and
- The monthly anniversary on or next following our receipt of your request In Writing to terminate this Rider.

The Issue Date of this Rider and Policy are the same unless another Issue Date is shown on the Policy Specifications for Policy Change page.

MetLife Insurance Company USA

5E-5OP-06

RIDER SPECIFICATIONS FOR OVERLOAN PROTECTION RIDER

Insured:

DANAE BANNING K

Policy Number:

216 002 442 USV

Risk Classification:

ELITE NONSMOKER

Minimum Percentage:

95.00%

Maximum Percentage:

99.50%

Overloan Protection Rate:

3.50%

or

ill 3

Amendment to Application for Insurance

30000		
05000		
N. M. C.	Amendment to Application for Ins	urance
	Proposed Insured: DANAE K BANNING	Case/Policy No.: 216 002 442 USV
**************************************	Date of Application: December 16, 2015	
Chicago Construction of the Construction of th	agree to the following changes to the application referred to above: The information in the Additional Information section is amended to F Financial Form - expense = \$150,000, no special expense	Personal
	Amendment to Application for Ins Proposed Insured: DANAE K BANNING Date of Application: December 16, 2015 I agree to the following changes to the application referred to above: The information in the Additional Information section is amended to Financial Form - expense = \$150,000, no special expense Date: Propose Date: Application: Propose Met 1200	Wilbite _C
	Date: Propos	sed Insured #1 (Parent, if Insured under age 15)
	Date: Propos	sed Insured #2 (Parent, if Insured under age 15)
	Date:Applic	ant, if other than Proposed Insured
	Met 120	Life Insurance Company USA 9 Orange Street, Wilmington, DE 19801
		President Secretary
	UAMND-27-04	

MotLife

Policy Number 216002442

ferred to as "the Company ECTION I - About the	section is New Engla y". Proposed Insured				
EQUIDIT - ABOUT THE	complete the Additional	insureds Supplemen	t form.		
or Additional Historica pictori irst Name	Middle K	Bi	st Name anning		
ermanent Address 432 Henrietta Hartford Ro	oad	City Mt. Pleasar		State SC	Zip 29466
ountry of Legal Residence		of 3irth 3-03-09		E-Mail Address danae832@gmail.co	m
rimary Phone Number 302) 893-4248	Alternate Phone Number	Preferred From Time to Call 9:00	D FM	5:00 × PM	ex
lace of Birth Jelaware, USA	Social Seturity or Tax II 222-48-5325	Number Earned \$50,0	l Annual incom 30	\$4,800,0	00
	not licensed, please indicated in his licensed, please indicated in his licensed in his licens	Issu	Passport Date (if any) 0/2014	Government Issue Expiration 03/09/20	: Date (if any)
Jame of Employer	Employer City N/A	State	ZIP	Position/Duties Homemaker	<i>)</i> `
ON U.S. CITIZENS ONLY	- Country of Citizenship	Green Car	d/Visa Type	Expiration	1 Date
ountry of Permanent Reside	nce	ID Naiupe	\cup	Years in t	he U.S.
ECTION II - About the	Owner A Comp	lete ONLY if the Owne	r is NOT the Pr	oposed insured.	
OWNER - TRUST / BUS	INESS ENTITY - Name of E Trust dtd 8-28-06, S. Moo	ntity Tax ID N		Truste DE	ee / Owner State
▼ Trust Business E		Qualified Pension Plan	Complet	e the appropriate req i	sired form(s).
OWNER - OTHER INDIV First Name	IDUAL	Middle Name	Last Name		
Permanent Address		City	<u> </u>	State	Zip
Country of Legal Residen	ce Citizenship	Social Security or Tax	ID Number	Date of Birth P	hone Number
E-Mail Address	Ear	ned Annual Income	Net Worth	Relationship to	Proposed Insure
	t U.S. Driver's License	Passport	Gc lssue Date (if a	vernment (ssued Photo	o ID ion Date (if any)

Beneficiary Type	Name (First, Mide	fle, Last)	Date of Birth	Proposed Insured	Numb (Option		Percentage of Proceeds (if not equal
Primary						1	
Primary							
CTContingent	ude all living and future	and and an advantad	children of the	Desposed Incuras	Lac Cantingant Pag	oáci selo	c (Nama ali
Julian children acc	we.)						
If a Custodian is a Designations S	acting on behalf of a min- supplement form. Is that if someone with sp						
	out Proposed Covi		ck the desired o				
Universal Life	⊠Variable Life 🖺				Term Life		
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Face Amount* \$5,000,000		Face Amount*		- F	ace Amount+		
Riders and Details Overloan Protection	on Rider	Riders and Detai	ls	R	iders and Details		
Coverage Continu	ation (UL only)		フヽ				
Disability Waiver: Specified Premiun	•	Disability Wai	ver		isability Walver:		
Montaly Deductio		Dividend Option	s:	-	_Convertible	Non-	Convertible
Death Benefit Option		Paid-Up Addit					
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Years 2 to 6	56335.50 (UL only)	* If Face Ami	ble Life products ount is equal to Information f	or exceeds \$1,00	e the Variable Lif- 10,000, please comp	e Suppl plete the	Personal
ADDITIONAL OPTION One Time (Single) Pa		1035 Exchange /	Amount	Requested	Policy Date	•	Save Age
POLICY OPTIONS	politica in the contract of th			***************************************			
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	Product, Face Amount a						
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Does the Proposed Insured or arnuities with this or any oth	er company?			(Proposed Insured Dwner	d <u>∝</u> Yes ∝ Yes	
If YES, please provide details	s of any existing or a	applied for Lite Ins		posed Insur	e d galy.		
	Iompany		Amount of Insurance	Year of Issu	e	Status	
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					[Existing	[]Applie	j F
					Existing	Applie	F
					Existing	□Applie	J F
transaction; loan; withdrawal (except conversions) involving	g an annuity or othe	er life insurance? aire AND any othe	r state required re	placement for	ms or 1835 exch	∏Yes nange forms	<u> </u>
If Proposed Insured is finance			al, indicate indivi	idual providir	g support:		6.
Spouse Child Amount of insurance on indivi		Other port, Existing In:	Surance		urance Applied (For	
If Proposed Insured is a minor		•	□Yes □No	H IS	mance Applier	101	4
If NO, please provide details:		*	man and a	-	- W	11	
	vment Inform	ation			114		
SECTION VI - About Pa	yment Inform	ation				_	
SECTION VI - About Pa	-					-	
SECTION VI - About Pa PREMIUM PAYOR Proposed insured	Owner (If NOT the F	Proposed Insured.)		implete the bo			
SECTION VI - About Pa	Owner (If NOT the F				× below.) Proposed Insure	d or Owner	
SECTION VI - About Pa PREMIUM PAYOR Proposed insured	Owner (If NOT the F	Proposed Insured.)				d or Owner	
SECTION VI - About Pa PREMIUM PAYOR Proposed Insured Other Premium Payor Name	Owner (If NOT the F	Proposed Insured.) ial Security or Tax I				d or Owner	
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Name or intende	en surgeon			BANK ROUTING NUMBER	·	-	
SECTION VII -	General Risl	k Questions		ditional information	if necessary.		
•	=	•	red flown in a plane other ty within the next year?		n a commercial	Yes	X
	·						
2. Within the past	three years has		isk Supplement form for red participated in or does			∐Yes	X
2. Within the past of the following Underwater s Racing sports Sky sports - sk Rock or moun	three years has ports - SCUBA dir - motorcycle, au ydiving, hang gl tain climbing or	the Proposed Insurving, skin diving, o to, motor boat or s iding, parachuting, similar activities	red participated in or does r similar activities imilar activities	s he or she plan to parti		∐Yes	<u>N</u>
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	Insured EVER had a driver's linad any moving violations?			DUL or DWI, or in	ĭXYes	
Speeding ticket,	August 2016			-2		-
<u>-</u>	Insured EVER had an applica or modified or required an ext			e declined,	Yes	⊠No
	s, has the Proposed Insured to felony, state, and date of occ	•	uilty or No Contest to	a felony?	∐Yes	⊠No
	ured actively at work perform de details. N/A - homemak	-	or her occupation?		∐Yes	⊠Na
erction ville to	rsonal Physician				×	2
	sed Insured does not have a	Name	of Practice or Clinic	ociates		
Street Address 1113 Park West Box	levard	Çity M ount P		State SC	Zip 29486	
Phone Number (843) 876-1445	Pate _ast Consulted 05/18/2015	Reason Annual checkup	Findings/Treatm None - all oka	ient Given/Medica Y	tion Prescri	bed
ECTION IX - Add	itional Information	If more space is neede	d, attach additional	sheet(s).		
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Taxpayer Identification Number Certification

Under penalties of perjury, I, the Owner, certify that:

- The number shown in this application is my correct taxpayer identification number, and I am not subject to backup withholding because:

 (a) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (b) the IRS has notified me that I am not subject to backup withholding. (If you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return, you must cross out and initial this item.)
- Lam a U.S. citizen or a U.S. resident alien for tax purposes.

 (If you are not a U.S. citizen or a U.S. resident alien for tax purposes, please cross out this certification and complete form W-8BEN).
 - (i) Please note: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signatures not witnessing all sig	gnatures, witness should initial next to s	ignature being witnessed and sign below.
Signature(s) of all Proposed Insured(s)	Date 12/6/15	Signed at City, State M+Pleason+SC
(age 15 or over) Please complete the Additional ins	sureds Supplement or Child Rider S	Supplement form(s) if applicable.
Signature(s) of all Owner(s) (I * NOT the Proceed of the Proceed of the Procedor of the Proced	roposed insured.) Date PRISTEE 12-16-15	Signed at City, State Fehops The Brach, we
(age 15 or over) ① If the Owner is a firm or corporation ② If Co-Owner or Custodian, please comp		c. eer and UTMA Designations Supplement form.
Signature of Parent or Guardian	Date	Signed at City, State
(If Owner or Proposed Insured is under 18, Witness to Signatures	, sign here. If not sign above.)	
Licensed Producer	Print Name of Prod	ucer J. Avaet

MetLife			Policy Number
Medical Supplement			
Company (Check the appropriate ONE.) The Company indicated in this section is referred to as "the Company".	∐ New Englan	n Life Insurance Company of Life Insurance Company	MetLife Insurance Company USA
This supplement will i	be attached to and	become part of the a	pplication with which it is used.
SECTION I - Medical Questions	▲ If man	e space is needed, attach a	additional sheet(s).
THE FULL PARAMEDICAL/MEDICAL EXAM	M is required, comple	tion of this Medical Supple	ement form is OPTIONAL
Proposed Insured - First Name Danae	Middle Nar K.	ne Last Name Banning	•
1. Please provide Proposed Insured's held	ght and weight:	Height (ft. in.) 6'6"	Weight (lbs.) 125
Has the Proposed Insured experienced	···		The state of the s
If YES, please specify: Pounds Lost	Pounds G	ained Reas	eon
B. Chest Pain I. C. Heart Attack J. D. Heart Murmur K E. Diabetes L. F. High Cholesterol M	ee check ALL that app . Asthma / Bronch Emphysema Sleep Apnea , Seizures	lly and provide details in ta litis O. Parkin P. Alzhei Q. Memo R. Colitis S. Cirrho 1. Hepat	able below.
Letter Name of Health Professi (Include City & State		e / Duration of Illness	Diagnosis / Treatment / Medication
	<u> </u>		
3. Other than as indicated above, has the of the following? If YES, please check			
A. Heart	G. Prostate		M. Thyroid / Other Glands
B. Arteries / Veins C. Lungs / Respiratory System	H. Reproduc I. Brain / No	•*	N. D Eyes
D. Gastrointestina / Digestive Syst	•	arvous system	O. T Ears / Nose / Throat P. Skin
E. Liver / Pancreas	K. Lymph No	odes	Q. Muscles / Bones / Joints
F. 🗍 Kidney / Bladder	L. Immune!		R. Emotional / Psychological Disorder
Letter Name of Health Profess (Include City & State		e / Duration of Illness	Diagnosis / Treatment / Medication

1 of 2

I insured hi ext six more Insured eve Deficiency Insured eve aith professions a health or a health e details in	endy receiving a ? ave any surgery, nths? er been diagnose. Syndrome (AIDS er tested positive er used cocalne, sional? er sought, been hiprofessional outable below for professional.	e for the AIDS Human Imr	t or visits with a nember of the n manodeficiency ags or controlled wed counseling	a health professional nedical profession for Virus (HIV) or for antibodies	Yes ⊠ Yes ⊠ Yes ⊠ Yes ⊠	No
Insured ever Deficiency Insured ever insured ever alth profess Insured ever orn a health of Health F clude City	er been diagnose Syndrome (AIDS er tested positive er used cocaine, sional? er sought, been h professional on table below for	sed with or treated by a m s)? re for the AIDS Human Imr heroin, or other Illicit dru advised to seek, or receiv or support group? r Questions 4 - 10.	nember of the n munodeficiency ugs or controlled wed counseling	nedical profession for y Virus (HIV) or for antibodies d substances except as or treatment for the use of	☐ Yes ⊠☐ Yes ⊠☐ Yes ⊠☐	No No
Insured ever insured ever insured ever alth profess Insured ever orn a health of Health F clude City in	ayridrome (AIDS er tested positive er used cocaine, sional? er sought, been h professional o table below for	e for the AIDS Human Imr heroin, or other Illicit dru advised to seek, or receiv or support group? If Questions 4 - 10.	munodeficiency ugs or controlled wed counseling	y Virus (HIV) or for antibodies d substances except as or treatment for the use of	_ Yes ⊠ _ Y= ⊠ _ Yes ⊠	No No
insured ever alth profess Insured ever om a health e details in of Health F clude City i	er used cocaine, sional? er sought, heen hiprofessional on table below for Professional	heroin, or other Illicit dru advised to seek, or receiv or support group? If Questions 4 - 10.	ugs or controlled gred counseling	d substances except as or treatment for the use of	_ Y¤ ⊠	No
Insured ever om a health of Health F clude City	ersought, been h professional o h table below for Professional	advised to seek, or receiv or support group? or Questions 4 - 10.	ved counseling	or treatment for the use of	☐ Yes ⊠	
om a neard e details in of Health F clude City i	r professional o table below for Professional	or support group? or Questions 4 - 10.		:\0		No
of Health F clude City i	Professional		Illness	Diagnosis / Treatment /	Medication	
) 				- r-g. r- r- r r r r r r r r r r r r r r r r	· · · · · · · · · · · · · · · · · · ·	
		1	ı	iltrasounds for possible ovai	ry issue - has	nut
	P7 VANAGARA			esivbe rotock - aussi ne neou		
ogist			r	uture appointment schedule	:d	
					·····	******
- 1						
	1 10		**************************************			
ily Histo	nry					
ever had: er; or kidn	iey disease/ if Y	coronary artery disease; va 'ES, please provide detail:	ascular disease Is in table belov	; stroke/cerebrovascular v.	⊠ Yes □ I	No
	tge(s) at Death	State of H	lealth (Specific	Conditions) or Cause of Death		
	Good	I				
	Good	i now - had heart atlack	k 2 years ago			
Living						\dashv
Living 70	Good					-
Living 70 65	Good Good	ŀ				
Li	65	65 G000 38 G000	Good now - had heart attack Good Good	Good now - had heart attack 2 years ago Good	Good now - had heart attack 2 years ago Good Good	Good now - had heart attack 2 years ago Good Good

	PART II	Check the appropriate compa)	BANNINE
	Paramedical/	Metropolitan Life Insurance C New England Life Insurance C	ompany D	ase/Policy # MetLife Insurance Con General American Life	ipany USA
ľ	Medical Exam	O Metropolitan Tower Life Insura The Compan		elerred to as "the Compan	,
	The questions below	are directed to the person to be exam	nined, Record ONLY (is person's answers in the	spaces below.
1.	Name of Proposed Insured_	BUNINE DAM		Old Date of Bi	nh MB MAHAYSIR
2.	Tobacco Use — Indicate date Cigarette Nicotine Substitute ().e., Pato	last prinoked/used; Since Since	ever Amount/Fied		Never
3.	Physician Name M. All M. Street M. Phone Number M. Reason All M. F. Don Findings, treatment given, m.	or, practitioner, or health care facility was a check of the care	ho can give us the mo ime of Practice/Clinic PUPISAM	ALL W.S RIMARU State Scale SC Date Last Consulted S	Alk Zip ZYVV FINATORIO
4.	Heightft	0 in. Weight	Change in weight i	inipast 12 months? DY	es Si No
5.	Have you EVER received tres or health facility for, or bee you had: a) High blood pressure; ches	itment, attention, or advice from any p n told by any physician, practitioner of t pain; heart attack; irregular hearthea e; or any other disease or disorder of th	physician, practitioner or health facility that tr		nber. Give: dates; duration/ agnosis; treatment; physician, ity names and addresses.
	 b) Asthma; brenchitis; pre- shortness of breath; or an or respiratory system? 	eumonia; emphysema; sleep aphez y other disease or disorder of the lung	; S D Yes S(No		
	of dementia; multiple scie	s; Alzheimer's disease or other form rosis; memory loss; Parkinson's disease isorder; headaches; or any other disease nervous system?	P.		
	 d) Ulcers; colltis; hepatitis; cir or disorder of: the liver; par spleen; or Intestines? 	rhosis; pancreatitis; or any other diseas: creas; galibladder; esophagus; stomach	<u>'</u>		
	the genitourinary system, i bladder; or prostate; or bio	of: the breasts; reproductive organs; of including but not limited to: the kidney pool, protein or pus in the urine?	∵ Ves ∀No		
	 f) Diabetes; thyroid disorder disorder; or any other ender 	 elevated cholesterol or other lipid octine disease or disorder? 	U Yes ViNo		
	 g) Arthritis; gout; osteoporos muscles; bones; spine (disc 	is; or other disease or disorder of the s, back, neck); or joints?	□ Yes ANo		
		st? Any disease or disorder of the skin? other disease or disorder of the blood or	□ Yes 5 No □ Yes 5 No		

□ Yes ♥No

☐ Yes Yi No ☐ Yes Yi No

j) Depression; stress; anxiety; or any other psychological or emotional disorder or symptoms?

k) Any disease or disorder of the eyes, ears, nose, or throat?

		Details (Continued):
6 ,	Are you now, or within the past year, taking medication or receiving treatment? (Including over the counter medications, vitamins, herbal supplements, alternative theraples, etc.)	" Noncolvanial Addition as All
7.	Do you have any dictor's visits, medical tests, medical care, or surgery scheduled for the next six months?	Yes Yang less
8.	Other than the above, during the past five years have you had any:	Sa. Annua, dams W Blad, yewneysis
	a) Checkup; consultations; electrocardiogram; thest x-ray, or other medical test?	NAMAY (ESUES 7011-7014)
	b) Illness; injury, or health condition not revealed above; or have been recommended to have any; treatment; hospitalization; surgery; medical test; or medication?	WILMHOOM, OC 19908 307-998-1151
9.	Have you:	MAINTAINING SE ALCONOMINA OF COMMINANTING COMMINANTING
	a) ever been diagnosed or treated by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS)?	The soll-culy pap souths to ward ward
	b) ever tested positive for the AIDS Human Immunodeficiency Virus (HIV) virus or for antibodies to the AIDS (HIV) virus?	FINDHICS TUS OFFINDER VION FROM
10.	a) Have you ever used heroit, cocaine, barbiturates, or other drugs, except as prescribed by a physician or other licensed practitioner?	" YOU TOO THE THE CHANGE OF THE PROPERTY OF THE PERSON OF
	b) Have you ever received treatment from a physician, practitioner, health facility or counselor regarding the use of alcohol, or the use of drugs; or been advised by a physician, practitioner, health facility or counselor to restrict the use of alcohol or drugs; or received treatment or advice from an organization that assists those who have an alcohol or drug problem?	STANTON LO NEWMIL DE 19713
12.	Are you now pregnant? Yes You If Yes, estimated date of of Has a parent or sibling ever had: heart disease; coronary artery disease disease; diabetes; cancer? (If Yes, indicate below.)	e; vascular disease; stroke/cerebrovascular
Reli	ationship to Proposed Insured: Age(s) if living Age(s) at Death	State of Health (Specific Conditions) or Cause of Deeth Attach additional sheet(s) if necessary.
	a) Do you currently use any assisted devices such as: a walker, wheeld	
	 b) Do you need any assistance or supervision with any or all of the followalking; moving in/out of a chair or bed; toileting; continence or tak provide details above. 	llowing activities: eating; bathing; dressing; king medication?

I hav	e read the answers to questions 2-14 before signing. They correctly ref y knowledge and belief. There are no exceptionalty any such answers o	flect the enswers given by me, and are true and complete to the best other than as written.
(F	Signature of Proposed Insured (CARPA) OR GUARDI	MAN IF UNDER 18) Date: STADMOAVIVEAR
	Witness to Signature	City and State M RIAIANT, JC
	1 77 £ U	

MetLife Policy Number Variable Life Supplement MetLife Insurance Company USA This supplement will be attached to and become part of the application with which it is used. SECTION I - Important Information for the Owner Please Read Carefully. Variable Life Insurance is generally not appropriate for time horizons The cash value may increase or decrease, even to the of less than 10 years. These are long-term insurance products that extent of being reduced to zero, in accordance with may have significant short-term surrender charges. Variable Life separate account investment experience. insurance is designed to provide death benefit protection while The cost of insurance rates for this policy may change. offering the potential for long-term cash accumulation, and may not The rates currently being charged are not guaranteed, be appropriate in situations where significant liquidation of assets in and the Company may charge the full maximum the near future may be expected. guaranteed rates. The death benefit may be variable or fixed under specified Illustrations of benefits, including death benefits and cash values, are available upon request. SECTION II - Owner's Information OWNER: Proposed Insured X Other Individual OTHER INDIVIDUAL INFORMATION ONLY: First Name Middle Name Last Name Danse K Banning Rev Trust dtd 8-28-06 Suzanne Moore, Ttee Primary Phone Number Occupation Name of Employe **Employer City** Position/Duties State Zip is the Owner or a member of the Owner's household employed by or associated with a Broker-Dealer, other firm within the securities industry, or a financial regulatory agency? Yes X No PRIOR INVESTMENT EXPERIENCE: (Choose ALL that apply and indicate your years of experience.) ▼ Certificate of Deposit 10 years Stocks 10 years Mutual Funds 20 years ■ Money Markets 10 years 20 years ☐ Other if Other, specify: SECTION III - Coverage Information A Choose one of the following options. NOTE: Ages 85 and 121 available only by rider. Guaranteed Minimum Death Benefit Option: | | 5 Years | | 20 Years | | To Age 65 | To Age 85 | To Age 121 | Other _ SECTION IV - Investment Objective and Risk Tolerance Have you completed the Asset Allocation Questionnaire? Yes No If YES, please submit with this Supplement. Chaose and Investment Objective below (a, b, c, d, or e). Then choose one Risk Tolerance for that specific Investment Objective. Be sure it supports the Investment Objective and your Risk Tolerance for this policy. Capital Preservation: Seeks income and stability with minimal risk. Risk Tolerance: Conservative Conservative to Moderate b. Income: Seeks current income over time. Risk Tolerance: ☐ Conservative Conservative to Moderate Moderate

☐ Aggressive

Moderate to Aggressive

Moderate

Aggressive Growth: Seeks maximum capital appreciation over time by investing in speculative and/or higher risk securities.

c. Growth & Income: Seeks capital appreciation over long term combined with current dividend income.

Conservative to Moderate

Moderate to Aggressive

Moderate

1 of 4

Risk Tolerance:

Risk Tolerance:

Risk Tolerance:

d. X Growth: Seeks capital appreciation over long term.

Moderate to Aggressive

Aggressive

SECTION V - Optional Automated Investment Strategies

You may select ONLY ONE of the following. If you are NOT electing any Automated Investment Strategies, please proceed to Section VI - Investment Allocation. Index Selector No other funding options can be selected when using this strategy. Check only ONE of the categories to the right. Mettife Insurance Company USA will allocate 100% ☐ Conservative of your net premium based on the current allocation for the Index Selector Model you choose. Conservative to Moderate I understand that the Index Selector strategy will be implemented using the percentage allocations ☐ Moderate of the model in effect on the date of issue of my policy. It also understand that in order to maintain this allocation, my account will be automatically rebalanced every quarter. ☐ Moderate to Aggressive Aggressive A percent of premium must be allocated to the Fixed Account when this option is chosen. T Equity Generator Automatically transfers the current month's earnings from the Fixed Account into any one of the available funding options on each monthly Please elections funding option, except the Fixed Account, from the list in Section VI - Investment Allocation. Rebalancer Automatically rebalances the cash value among the funding options each calendar quarter to return the allocation to the allocation percentages you specify. Choose ONE of the following: (x) Check here if you wish to rebalance to the allocation percentages chosen for your premium payments. Check here if you wish to rebalance using different allocation percentages than your premium payments and indicate the allocation percentages in the right-hand column in Section VI - investment Allocation. Allocator ⚠ The destination funding option(s) chosen cannot include the "source fund". Automatically transfers a set amount of money from the Fixed Account or any other funding option ("source fund") to any number of available funding options on each monthly anniversary. (The value of the "source fund" must be sufficient to ensure a minimum of three consecutive monthly transfers.) Please indicate the "source fund" from which the transfers are to be made: Please choose ONE of the following transfer options. Indicate the destination funding options and the dollar amount to be transferred to each in the right-hand column in Section VI - Investment Allocation. per month until the "source fund" is depleted. Transfer \$ ☐ Transfer \$ per month for months. The Allocator is a form of dollar cost averaging. Dollar cost averaging does not assure a profit or protect against a loss in declining markets. It involves continuous investment in securities regardless of fluctuations in price levels. An investor should consider his/her ability to continue purchases in periods of low price levels. ☐ Enhanced Dollar Cost Averager (EDCA) ⚠ The destination funding option(s) chosen cannot include the Fixed Account. Automatically transfers an amount of money each month from the EPCA fixed account to any number of available funding options each monthly anniversary until the EDCA fixed account is depleted. The amount allocated to the EDCA fixed account may consist of a one-time premium payment plus 1035 Exchange monies in the first policy year. The initial monthly amount transferred is based on the initial EDCA gross amount allocated to the EDCA fixed account, divided by twelve (months). If another eligible payment is received, the EDCA transfer amount will be increased by the subsequent payment, divided by twelve. Please specify the EDCA amount (\$10,000 minimum): ___ Premium payment Expected 1035 Exchange amount % of all 1035 Exchange amounts to be allocated to EDCA (required if an Expected 1035 Exchange amount is specified) Indicate the destination funding options and the percentage to be transferred to each in the right-hand column in Section VI - Investment Allocation. The Enhanced Dollar Cost Averager is a form of dollar cost averaging. Dollar cost averaging does not assure a profit or protect against a loss in declining markets. It involves continuous investment in securities regardless of fluctuations in price levels. An investor should consider his/her ability to continue purchases in periods of low price levels.

SECTION VI - Investment Allocation

Please select funding options that are appropriate for the RISK TOLERANCE and INVESTMENT OBJECTIVE indicated in Section IV - Investment Objective and Risk Tolerance. Some funding options may be appropriate for more than one investment objective. For more complete information about a specific funding option, including charges and expenses, please read the prospectus carefully.

Indicate Initial Allocation in whole percentages; must equal 100%.		Use this column only if you have chosen an option on previous page.
Funding Options	initial Premium Allocation %	Rebalancer % Allocator \$ EDCA %
Fixed Account		
American Funds Bond Fund		
Barclays Aggregate Bond Index Portfolio		
BlackRock Bond Income Portfolio		
PiMCO Inflation Protected Band Partialio		
PIMCO Total Return Portfolio	20	
Western Asset Management U.S. Government Port/dulg Met/Templeton International Bond		
Partfolio Lord Abbett Bond Debenture Portfolio		
American Funds Growth Fund	15	
American Funds Growth-Income Fund	16	
BlackRock Capita. Appreciation Portfolio		
BlackRock Large Cap Value Portfolio		
ClearBridge Aggressive Growth Portfolio		
Franklin Mutuai Shares VIP Fund		
Jennison Grawth Partfolio		
MetLife Stock Index Portfolio	10	
MFS® Value Portfolio		
T. Rowe Price Large Cap Growth Portfolio		
WMC Care Equity Opportunities Partfolio	10	
WMC Large Cap Research Portfolio		
Baillie Gifford International Stock Portfolio		
Harris Oakmark International Portfolio		
MFS® Research International Portfolio		
MSCI EAFE® Index Portfolio		
Oppenheimer Global Eculty Fortfolio		
Frontier Mid Cap Growth Portfolio		
Invesco Mid Cap Value Port Iolio	15	
Met/Artisan Mid Cap Value Portfolio		
MetLife Mid Cap Stock Index Portfelio		
Morgan Stanley Mid Cap Growth Portfolio		
T. Rowe Price Mid Cap Growth Portfolio		
American Funds Global Small Copitalization Fund	10	

Funding Options	Initial Premium Allocation %	Rebalancer % Allocator \$ EDCA%
Invesco Small Cap Growth Portfolio		
IPMorgan Small Cap Value Portfolio		
Loomis Sayles Small Cap Core Portfolio	5	
Loomis Sayles Small Cap Growth Portfolio		
Neuberger Berman Genesis Portfolio		······································
Russell 2000@ Index Portlolio		4
T. Rowe Price Small Cap Growth Portfolio	_	
Clarion Global Real Estate Portfolio		
MFS® Emerging Markets Equity Portfolio		
Van Eck Global Natural Resources Portfolio		
MetLife Asset Allocation 20 Portfolio		
MetLife Asset Allocation 40 Portfolio	1	
MetLife Asset Allocation 60 Portfolio		ł
MetLife Asset Allocation 80 Portfolio	,	
MetLife Asset Allocation 100 Portfolio		
American Funds Moderate Allocation Portfolio		
American Funds Balanced Allocation Portfolio		
American Funds Growth Allocation Portfolio		
AB Global Dynamic Allocation Portfolio		
Allianz Global Investors Dynamic Multi-Asset Plus Portfolio		
ACR Global Risk Balanced Portfelio		
BlackRock Global Tactical Strategies Portfolio		
Invesco Balanced-Risk Allocation Portfolio		
JPMorgan Global Active Allocation Portfolio		
MetLife Balanced Plus Portfolio	1	
MetLife Multi-Index Targeted Risk Portfolio		1
PanAgora Global Diversified Risk Portfolio		
Pyramis Managed Risk Portfolio		
Schroders Global Multi-Asset Partfolio		!
SSGA Growth and Income ETF Portfolio		ì
SSGA Growth ETF Partiolio		
Franklin Income VIP Fund		
Loomis Sayles Globel Markets Portfolio	·	
MFS® Total Return Portfolio	1	
Western Asset Management Strategic Bond Opportunities Portfolio		
WMC Balanced Portfolio	1	

Other - Write in any available lunds not listed above. Funding Options

Initial Premium Allocation %

Rebalancer %/ Allocator \$/ EDCA %



SECTION VII - Other Im	portant Owner Questic	ns		
1. I elect to have the monthly o	leduction from the cash values	taken as follows	choose ONE:	
Proportionately from	the funding options based on	the cash value in	each at the time of the deduction.	
	unt or any other specific fundin			
Specify:				
value to pay the entire ar	cific funding option, please not mount of the monthly charges, I based on the cash value in ea	the remaining of	me that designated funding option ortion of these charges will be dedu the deduction.	has insufficient cash cted proportionately
2. Have you received a prospec				▼ Yes □ No
If YES, please indicate:				٠٠٠ ليي نسا
Date of Prospectus 06/01/2015	Prospectus Book Number 716		Date(s) of any Prospect	us Supplement(s)
3. Did your Producer review you completing this application?	ur financial situation, risk tolera	ance, and Investm	nent objectives prior to	ĭ Yes □ No
If NO. please indicate on wh	at basis this product was recor	nmended.	•	*(0)
investment return, subject B. There is no guaranteed mi the policy's investment re: 5. Do you believe that this polic and financial objectives? 6. If funding options selected do	turn? By and the funding options you	y the policy? h value may incre have selected wi	ease or decrease depending on	X Yes □ No X Yes □ No Yes □ No
Tolerance, please explain:				
Print Name of Proposed Insu Danae K Banning		KED FUR A TEL	E-APPLICATION SUBMISSION.	
Signature(s) of all Proposed I	rsured(s)	Date	Signed at City, State	
(age 15 or over) Signature(s) of all Owner(s) (I	f NOT the Proposed Insured.)	Date	Signed at City, State	
		_		
(age 15 or over) Signature of Parent or Guardi	3A	Dinto	Cinnad at Pit. Party	
signature of raight of Guartis	u; i	Date	Signed at City, State	
	is under 18, sign here. If not	sign above.)		
Producer Signature		Date	Signed at City, State	

4 of 4

1.14.

MetLife		Policy Number	
Personal Financial Informatio	n Supplement		
Company (Check the appropriate ONE.) The Company indicated in this section is referred to as "the Company".	☐ Metropolitan Life Ir ☐ New England Life Ir ☐ MetLife Insurance (isurance Company Metropo Company USA	American Life Insurance Company Ilitan Tower Life Insurance Compan
This supplement wil	I be attached to and beco	me part of the application with whi	
First Name: Danae	Last Name: Banning	ldentity ⊺ype: that apply.	(Check all Minsured Payor
SECTION I - Income		SECTION II - Assets	□ Owner
Annual Earned Income (in US dollars as	reported to the IRS)	Assets (in US dollars)	
Salary or Draw	\$50,000.00	CashiCash Equivalents	ė
Bonus/Commissions	\$	Real Estate	\$100,000.00
Other Earnings	\$	Business Equity	\$2,400,000.00
Source (If government assistance, ple details.)	ease provide	Stocks	\$ <u>2,000,000.00</u> \$100,000.00
Total Earned Income	\$50,000.00	Bonds	\$
Spouse's Income	\$200,000.00	Annulties	\$
Annual Unearned Income (in US dollars		Mutual Funds	\$
Dividends/Interest	\$1,000.00	CD/Money Markets	\$
Net Rentals	\$	Fareign Assets (Note: if mare t	han 20% of
Other Unearned Income	3	total assets are outside the US, documentation may be request	. supporting :ed.) s
Source (If government assistance, pleadetails.)	ase provide	Other Assets (Artwork and othe written appraisals available.)	er personal property must have \$100,000.00
Total Unearned Income	\$ 1,000.00	Total Assets	\$4,700,000.00
SECTION III - Liabilities		SECTION IV - Expenses	
Liabilities (in US dollars)		Expenses	
Mortgages	\$ 100,000.00	1 .	., rent mortgage, long-term debts,
Personal Loans	\$	wantes, authory of child suppo	irt, etc.) \$
Other	\$	"Special Expenses" (if any) (e.g.	, future, non-recurring expenses, ling, car purchase or repairs,
Total Liabilities	\$100,000.00	education, medical expenses, et Expenses will be assumed to be	C 1 Jid 13110 tinicia tor Conscini
		Timeframe for Special Expen (e.g., 1 year for home remode	ses (within how many years) eling, 4 years for education, etc.)
SECTION V)	
Net Worth (Total Assets minus Total Liabilities) \$4,600,000.00 Fax Bracket (%) 40	payment and/ar lumn	The amount of cash (including checo o cash quickly and easily. Include to sum payment for this coverage. Ex- business equity, home furnishings, ales charges.)	The amount of the initial premium

FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE

Non - Participating

5E-46-06-CV-1