

**27<sup>TH</sup> BOARD OF  
REPRESENTATIVES  
CITY OF STAMFORD**

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**DAVID R. MARTIN**  
Clerk of the Board  
**ANNIE M. SUMMERVILLE**

Majority Leader  
**JOHN J. BOCCUZZI**  
Minority Leader  
**ROBERT "GABE" DELUCA**

**RESOLUTION NO. 3313  
APPROVING A CERTAIN DEFERRED COMPENSATION PLAN AGREEMENT  
BY AND BETWEEN THE CITY OF STAMFORD  
AND HARTFORD LIFE FOR HARTFORD LIFE'S ADMINISTRATION OF A  
457 DEFERRED COMPENSATION PLAN  
FOR ELIGIBLE EMPLOYEES**

**WHEREAS**, the City of Stamford ("City") issued a certain RFP for the Administration of a 457 Deferred Compensation Plan ("457 Plan") for eligible employees; and

**WHEREAS**, Hartford Life responded to said RFP and is one of three companies selected by the City to administer a 457 Plan for eligible employees; and

**WHEREAS**, the City is interested in entering into an agreement ("Agreement") with Hartford Life for Hartford Life's administration of its 457 Plan for eligible employees; and

**WHEREAS**, Hartford Life is willing to administer said plan at no cost to the City in accordance with the terms and conditions set forth in the 457 Plan agreement and the applicable Internal Revenue Code provisions; and

**NOW THEREFORE BE IT RESOLVED BY THE 27<sup>TH</sup> BOARD OF REPRESENTATIVES THAT:**

The 457 Plan Agreement between the City and Hartford Life, which is incorporated herein by referenced, is hereby approved; and

Be it further resolved that the Mayor is hereby authorized to execute such Agreement and to execute any instrument he deems necessary or desirable in connection with the execution of such Agreement.

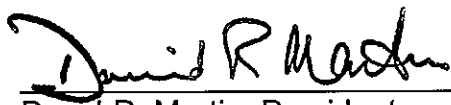
This Resolution shall be effective as of the date of approval.

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This resolution was approved on the Consent Agenda at the regular monthly meeting of the 27<sup>th</sup> Board of Representatives held on Monday, September 8, 2009.

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September 8, 2009  
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David R. Martin, President



Annie M. Summerville, Clerk

cc: Mayor Dannel P. Malloy  
Benjamin Barnes, Director of Operations  
Thomas M. Cassone, Director of Legal Affairs  
William Callion, Director of Public Safety, Health & Welfare  
Sandy Dennies, Director of Administration  
Joshua Starr, Superintendent of Schools

## CONTRACT SPECIFICATIONS

CONTRACT OWNER:	City of Stamford
RESTATEMENT EFFECTIVE DATE	September 8, 2009
CONTRACT EFFECTIVE DATE:	October 1, 2003
CONTRACT JURISDICTION:	Connecticut
CONTRACT NUMBER:	GC-110147

## GROUP ANNUITY CONTRACT

### General Account

Guaranteed Interest Rates prior to and including the Annuity Commencement Date:

Contributions shall be credited with interest at a rate declared for the calendar quarter in which they are received. The declared interest rate for any quarter shall be determined by the Company and may be changed for any subsequent quarter at the discretion of the Company. The declared interest rate applicable to any quarter will be guaranteed to the end of the applicable calendar year. Any change in the declared interest rate will be declared before the start of the quarter.

For each subsequent calendar year, each contribution will be credited with interest at a rate guaranteed for the entire year (the "Guaranteed Interest Rate") which rate will never be less than 3%. The Guaranteed Interest Rate for a calendar year will be determined at the end of the preceding calendar year. The Company may, from time to time, credit interest rates in excess of the Guaranteed Interest Rate.

### Separate Account(s)

The Separate Account(s) of the Company supporting the Contract are entitled Separate Account 457.

The various Separate Account 457 Sub-Accounts under this Contract and the corresponding investment Funds for each Sub-Account are set forth in the most recent Administrative Notice which is attached to and made part of this Contract.

The Company reserves the right, subject to compliance with applicable law, to substitute the shares of any other registered investment company for the shares of any Fund held by a Separate Account included in this Contract. Substitution may occur if shares of any Fund(s) become unavailable, or due to changes in the applicable law or interpretations of law, or as the Company deems appropriate.

The Company also reserves the right, in its sole discretion and subject to compliance with applicable law, to add, replace or delete Separate Accounts and/or Funds (with or without differing investment objectives) to or from this Contract, and to terminate ongoing contributions to Separate Accounts and/or Funds under this Contract, provided the Company gives the Contract Owner thirty (30) days advance written notice of its intent to do so, and further provided that the Company takes the same action(s) with respect to all contracts of the same class and risk characteristics. If the Company adds additional Separate Accounts and/or Funds to this Contract, the Separate Accounts and/or Funds so added will be subject to the charges, fees and transfer restrictions then in effect for such Separate Accounts and/or Funds at the time they are added to this Contract.

A list of the investment options selected by the Contract Owner and available under this Contract will be provided to the Contract Owner from time to time in an Administrative Notice. The various Investment Options/Sub-Accounts available under this Contract, unless otherwise elected by the Contract Owner, are set forth in accordance with the most recent Administrative Notice issued by the Company. An Administrative Notice may be furnished when Investment Options/Sub-Accounts have been added, frozen, eliminated or replaced under the Contract. Such Notice may also reflect information relative to such Investment Options, including, but not limited to, the applicable deduction for mortality, expense risk and administrative undertakings, its classification as a competing fund (if applicable), and any applicable transfer restrictions.

Competing Funds

For purposes of applying the transfer restrictions described under CONTRIBUTION PROVISIONS, the following Funds are considered competing funds (“Competing Funds”):

Hartford Money Market HLS  
General Account

The Company reserves the right, in its sole discretion, to determine whether or not any Fund included in this Contract on the Effective Date or subsequently added to this Contract after the Effective Date is or has become a Competing Fund.

Deduction for Mortality, Expense Risk and Administrative Undertakings

For assuming the mortality, expense risk and administrative undertakings under this Contract the Company makes a deduction from the average daily net assets of the Separate Accounts as follows:

During the Accumulation Period, the annualized rate of the deduction for such risks and undertakings has initially been set at 0.00% of the average daily net assets of the Group A and Group B Investment Options. During the Annuity Period, the annualized rate of the deduction for such risks and undertakings has initially been set at 1.25% of the average daily net assets of the Group A Investment Options and 0.85% of the average daily net assets of the Group B Investment Options.

The following table demonstrates the annualized rates of deduction for assuming the mortality and expense and administrative undertakings to be maintained under this Contract. The specified annualized rates of deduction will be effective on the Effective Date, or as soon as administratively feasible thereafter.

<b>ANNUALIZED RATES OF DEDUCTION</b>		
	<b><u>Group A Investment Options</u></b>	<b><u>Group B Investment Options</u></b>
<b>For Assets in the Accumulation Period:</b>	0.00%	0.00%
<b>For Assets in the Annuity Period:</b>	1.25%	0.85%

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## SECTION 1 - DEFINITIONS OF CERTAIN TERMS

Accumulation Period - The period under this Contract prior to the Annuity Commencement Date.

Accumulation Unit - An accounting unit of measure used to calculate the Separate Account values during the Accumulation Period.

Active Life Fund - A term used to describe the sum of the value of all Participants' Accounts during the Accumulation Period.

Annuitant - The individual whose life shall serve as the measuring life for purposes of annuity payments under this Contract.

Annuity Commencement Date - The date as of which annuity payments to a Participant are to begin as described under Settlement Provisions in this Contract.

Annuity Period - The period in the Contract, following the Accumulation Period, during which annuity payments are made.

Annuity Unit - An accounting unit of measure in the Separate Account used to calculate the amount of variable annuity payments.

Code - The Internal Revenue Code of 1986, as amended, or any successor thereto, along with the rulings and regulations issued thereunder.

Company - Hartford Life Insurance Company.

Contract Owner - The Contract Owner means the entity or person identified under the Contract Specifications section of this Contract.

Contract Term - The Contract Term will commence on the Restatement Effective Date as provided on page 2 herein and shall remain in effect for five (5) Contract Years until September 7, 2014, provided the Company adheres to the services as provided herein. At the conclusion of the Contract Term, by agreement with the Company and the Contract Owner, the Contract Term may be extended.

Contract Year - A period of 12 months commencing with the effective date of this Contract or with any contract anniversary.

Date of Coverage - The date on which the application made on behalf of a Participant is received by the Company in Good Order.

Due Proof of Death - A certified copy of the death certificate, an order of a court of competent jurisdiction, a statement from a physician who attended the deceased or any other proof acceptable to the Company.

Fund - The underlying investment(s) to which contributions may be allocated under a Separate Account.

General Account - All assets of the Company other than those in the Separate Accounts or in any other separate investment account established by the Company.

Good Order - An authorized Participant or Contract Owner instruction to the Company that is given with such clarity and completeness that the Company is not required to exercise any discretion, utilizing such forms as the Company may require.

**Minimum Death Benefit** - The minimum amount payable upon the death of a Participant prior to age 65 and before Annuity payments have commenced.

**Participant** – A person who participates in the Plan and elects to participate in this Contract.

**Participant's Account** - A bookkeeping account to which the General Account values and Separate Account values held by the Contract Owner on behalf of a Participant are allocated, together with credited earnings and losses and less any prior surrenders (including transfers).

**Participant's Contract Year** - A period of twelve (12) months commencing with the Participant's Date of Coverage under this Contract and each successive twelve- (12) month period thereafter.

**Plan** - The deferred compensation plan that is funded by this Contract.

**Premium Tax** - The tax or amount of tax, if any, charged by a state or municipality on premiums or contract value.

**Related Contract** - any Plan funding vehicle identified by the Contract Owner in writing and accepted by the Company for the purpose of calculating or determining certain charges, services and/or benefits in connection with this Contract, as directed by the Contract Owner and agreed to by the Company.

**Related Participant Directed Account Option** – Any Participant directed investment account under the Plan is identified by the Contract Owner and accepted by the Company for the purpose of Participant directed transfers of amounts from the Contract for investment outside of the Contract.

**Separate Account** - Each Separate Account of the Company (identified under the Contract Specifications section of this contract) under which income, gains and losses, whether or not realized, from assets allocated to such account are, in accordance with the contracts issued with respect thereto, credited to or charged against such Separate Account without regard to the other income, gains, or losses of the Company.

**Sub-Account** - The accounts established within a Separate Account with respect to a Fund.

**Termination Value** - The Termination Value for each Participant's Account for any day prior to the Annuity Commencement Date is the value of the Participant's Account on that Valuation Day, less any applicable Premium Taxes not previously deducted.

The portion of a Participant's Termination Value invested in a Separate Account may decrease or increase from day to day.

**Valuation Day** - Every day the New York Stock Exchange is open for trading. The value of a Separate Account is determined as of the close of the New York Stock Exchange on such days.

**Valuation Period** - The period between successive Valuation Days.

## SECTION 2 - CONTRIBUTION PROVISIONS

### (a) Contributions

During each Contract Year, the Contract Owner will remit to the Company all contributions to be made on behalf of the Participants. Such contributions will be applied by the Company to the General Account and/or the Separate Account for Accumulation Units in the Separate Account on behalf of a Participant in accordance with the Valuation Provisions and the instructions of the Contract Owner or, with the consent of the Contract Owner, the instructions of the Participant. The minimum contribution which may be made at any time on behalf of any Participant is \$30, except where the plan of an Employer requires a lesser amount which in any event may not be less than \$10.

### (b) Allocation of Contributions during the Accumulation Period

The Contract Owner, or the Participant, if applicable, shall specify that portion of a contribution on behalf of a Participant to be allocated to the General Account and/or to each Sub-Account of a Separate Account in multiples of 10% or a lower multiple as specified by the Company from time to time. The minimum amount that may be allocated to any account to which a portion of the contribution is to be allocated is 10% of such contribution. Such allocation may be changed by written notice submitted to the Company with each contribution by the Contract Owner.

### (c) Transfer or Re-Allocation of Contract Values within the Contract/Related Contracts

With respect to a Participant's Account, the Contract Owner, or the Participant, if applicable, may transfer monies between accounts under this Contract during the Accumulation Period, subject to the provisions of this Section 2(c). If elected by the Contract Owner and agreed to by the Company, such transfers may also be made between accounts under this Contract and a Related Participant Directed Account Option.

Separate Account values may be re-allocated between Sub-Accounts within the Separate Account(s) or, if applicable, between sub-accounts within separate accounts under a Related Contract and transferred to the General Account at any time.

General Account values may be transferred to one or more Sub-Accounts within the Separate Accounts or, if applicable, to one or more sub-accounts within a separate account under a Related Contract except that the Company may limit the sum of any such transfers for a Participant's Account in any Participant's Contract Year to one sixth (1/6th) of the General Account value of such Participant's Account as of the end of the preceding Participant's Contract Year.

In addition, a transfer of contract values within the Contract or, if applicable, between this Contract and a Related Contract shall be subject to the following restrictions:

Transfers of assets presently held in the General Account, or which were held in the General Account at any time during the preceding three month period, to a Competing Fund are prohibited. Similarly, transfers of assets presently held in a Competing Fund, or which were held in a Competing Fund or the General Account during the preceding three months, to the General Account are prohibited. Competing Fund(s) are described under Contract Specifications. If applicable, Competing Fund(s) shall also include any investment options under a Related Contract, as determined by the Company in its sole discretion.



- (d) A Participant who is properly enrolled under this Contract may elect to transfer an amount to the Contract from the contract of another carrier under the Plan. Such transferred amount shall first be transferred to the General Account of the Company and may be reallocated within the Contract by the Contract Owner or the Participant as permitted by the Contract.

The initial payment made to this Contract consists of a transfer of funds held by the Plan under an investment vehicle issued by another carrier. If by reason of such transfer, the Plan has paid, or will pay, a surrender charge or other discontinuance penalty to such other carrier, the Company will reimburse the Plan for such charge, adjustment or penalty for an amount not to exceed 2% (two percent) of transferred assets received as of December 31, 2003 (hereinafter the "Group Transfer Benefit") as a benefit under this Contract.

The Group Transfer Benefit will be credited to Participant accounts under the Contract as instructed by the Contract Owner. If no such instructions are received, the Group Transfer Benefit shall be credited to the suspense account until proper instructions for allocation of the Group Transfer Benefit are received by the Company.

### SECTION 3 - CONTRACT CONTROL PROVISIONS

- (a) Owner

The Contract Owner has the power to exercise all the rights, privileges and options granted by this Contract or permitted by the Company and to agree with the Company to any change in or amendment to the Contract. Such power shall be exercised in a manner consistent with the written plan adopted by the Contract Owner for the exclusive benefit of Participants and their beneficiaries. The assets and income of this Contract may not be used for or diverted to purposes other than the exclusive benefit of Participants and their beneficiaries, except as permitted under the Code. The preceding sentence does not limit the Company's exercise of the rights granted to the Company by this Contract, including the right to deduct and retain amounts specified in the Contract.

- (b) Beneficiary

The Beneficiary is the person to whom any death benefit from the Contract on behalf of a Participant is payable in the event of the Participant's death. The Beneficiary is designated by (and may be changed by) the Participant, subject to any rules established by the Contract Owner or the Company. If no designated beneficiary remains living at a Participant's death, the Participant's estate is the Beneficiary.

- (c) Assignment

Amounts held under the Contract on behalf of a Participant are nontransferable and cannot be sold, assigned, or pledged as security, for a loan or for any other purpose to any person other than the Company, except as permitted under the Code and the terms of this Contract.

The Contract Owner's interest in this Contract may be assigned only if agreed to by the Company. The Contract Owner agrees to provide the Company with such information as the Company may reasonably request concerning any proposed assignment. The Company assumes no responsibility for the validity of any assignment.

## SECTION 4 - GENERAL PROVISIONS

### (a) The Contract

This Contract and the application for the Contract, which is attached hereto when issued to the Contract Owner, constitute the entire Contract. All statements in the application shall, in the absence of fraud, be deemed representations and not warranties. No statement shall void this contract or be used in defense of a claim under it unless contained in the written application for this Contract. Contract Years, months and anniversaries shall be computed from the effective date of this Contract.

### (b) Modification of the Contract

This Contract may be modified at any time by written agreement between the Contract Owner and the Company. In addition, this Contract may be modified at any time by the Company to comply with applicable law. No modification may operate in a manner inconsistent with the Contract Control Provisions of this Contract. No modification will affect the amount or term of any annuities begun prior to the effective date of the modification, unless it is required to conform this Contract to, or give the Contract Owner the benefit of, any federal or state statutes or any rule or regulation of the United States Treasury Department.

On and after the fifth Contract Anniversary, the Company may modify any or all of the terms of this Contract upon 90 days' advance written notice of such change to the Contract Owner. Notwithstanding any such changes, the annuity tables, guaranteed interest rates which apply on the Date of Coverage of a Participant's Account will continue to apply to all contributions made to such Participant's Account. A modification to be effected for reasons other than satisfying applicable laws or regulations may not be made without the prior notification and consent of the Contract Owner.

The Company may also modify this Contract in any manner it deems necessary or appropriate to satisfy the requirements of any law or regulation applicable to it.

Any modification of this Contract requires the signature of the President, a Vice President, a Secretary, or an Assistant Secretary of the Company. Any modification that requires the consent of the Contract Owner requires the signature of a duly authorized representative of the Contract Owner.

### (c) Suspension of the Contract

The Contract Owner may suspend this Contract upon ninety- (90) day's advance written notice to the Company at its Office in Hartford, Connecticut (or at any other address the Company may specify). The Contract will be suspended automatically on a Contract Anniversary if the Contract Owner fails to assent to any modifications, as described under Modification of the Contract, above, which would have been effective on or before that Contract Anniversary. On suspension, contributions will be accepted by the Company on behalf of Participants covered under the Contract prior to the date of suspension, but no contributions will be accepted on behalf of new Participants. Suspension of the contract will not affect payments to be made by the Company under an Annuity that commenced prior to the date of suspension.

### (d) Non-Participating

This Contract does not share in the surplus earnings of the Company.

(e) Misstatement of Age

If the age of an Annuitant has been misstated, the amount of the annuity payable by the Company shall be that provided by the values under this Contract allocated to effect such annuity on the basis of the corrected information, without changing the date of the first payment of such annuity.

Any underpayments by the Company shall be made up immediately and any overpayments shall be charged against future amounts becoming payable.

(f) Reports to the Contract Owner

The Company will, shortly following the end of each calendar year, transmit to each Contract Owner a written statement of account showing the total value of General Account and Separate Account interests held under this Contract.

(g) Voting Rights

The Company shall cause the Contract Owner to be advised, in a timely manner, of any Fund shareholders' meetings at which the Fund shares held for the Contract Owner may be voted and shall also cause proxy materials and a form of instruction by means of which the Contract Owner can instruct the Company with respect to the voting of the Fund shares held for the Contract Owner's Account to be sent to the Contract Owner. In connection with the voting of Fund shares held by it, the Company shall arrange for the handling and tallying of proxies received from the Contract Owner. The Company, as such, shall have no right, except as herein provided, to vote any Fund shares held by it hereunder which may be registered in its name or the names of its nominees.

The Company will vote the Fund shares held by it under this Contract in accordance with the instructions received from the Contract Owner. If the Contract Owner desires to attend any meeting at which the Fund shares held for the Contract Owner's benefit may be voted, the Contract Owner may request that the Company furnish a proxy or otherwise arrange for the exercise of voting rights with respect to the Fund shares held for such Contract Owner's account. In the event that the Contract Owner gives no instructions or leaves the manner of voting discretionary, the Company will vote such shares of each Fund in the same proportion as shares of that Fund held in the same Separate Account for which instructions have been received.

(h) Proof of Survival

The payment of any annuity benefit will be subject to evidence that the Annuitant is alive on the date such payment is otherwise due.

(i) Information from the Contract Owner

The Contract Owner will furnish any information which the Company may reasonably require in order to administer this contract. If the Contract Owner cannot furnish any required item of information, the Company may request the person concerned to furnish the information. The Company will not be liable for the fulfillment of any obligations under this Contract which is dependent upon that information unless and until it receives such information in a form satisfactory to it.

(j) Individual Certificates

The Company will issue an individual certificate to each Participant for whom an annuity is effected under this Contract. If the state of jurisdiction in which this Contract is issued so requires, the Company will also issue a certificate to each Participant for whom contributions are being made to this Contract and for whom an annuity has not yet been effected. A certificate will evidence the contributions being made to this Contract and describe the Participant's or Annuitant's rights and duties under this Contract.

(k) Experience Credits

The Company may apply experience credits under this Contract based on investment, administrative, mortality or other factors. Experience credits may be applied, either prospectively or retrospectively, as a reduction in the deduction for mortality, expense risk and administrative undertakings, a reduction in the term or amount of any applicable contingent deferred sales charges, an increase in the rate of interest credited under the Contract, a payment to be allocated as directed by the Contract Owner, or any combination of the foregoing. The Company may apply and allocate experience credits in such manner as the Company deems appropriate for the class of contracts to which this Contract belongs within the state of issue. Any such credit will be computed for the contracts of the same class in accordance with the Company's administrative practice consistently applied. Experience Credits may be discontinued in the event of a change in applicable factors.

(l) Payments for Plan Related Expenses

If directed by the Contract Owner and agreed to by the Company, the Company may deduct amounts from the assets under this Contract and/or under a Related Contract to pay certain administrative expenses or other Plan related expenses including, but not limited to, fees to consultants, auditors and other Plan service providers. Such amounts may be deducted under this Contract and/or under a Related Contract and paid to the Contract Owner or paid as directed by the Contract Owner. With the Company's consent, amounts deducted pursuant to this Section may be included as an adjustment to the charge for administrative undertakings deducted from a Separate Account or as an adjustment to the rate of interest credited to the General Account.

(m) Plan Changes

The Contract Owner will furnish the Company a copy of the deferred compensation plan which is funded by this Contract. While this Contract remains in-force, the Contract Owner will also furnish a copy of each amendment to such Plan. The terms of the Plan in effect on the Effective Date of this Contract apply to this Contract. Plan amendments received by the Company will also apply to this Contract unless the Company notifies the Contract Owner otherwise within ninety (90) days following its receipt of the Plan amendment.

(n) Governing Law

This Contract will be governed by and construed in accordance with the laws of the Contract Jurisdiction set forth on page 2 of this Contract.

(o) Nonwaiver

The Company may, in its sole discretion, elect not to exercise a right or reservation specified in this Contract. Such election shall not constitute a waiver of the right to exercise such right or reservation at any subsequent time, nor shall it constitute a waiver of any other provisions of the Contract .

SECTION 5 - VALUATION PROVISIONS

(a) Net Contributions

The net contribution to the Contract on behalf of a Participant is equal to the total contributions made on behalf of that Participant less any applicable Premium Taxes.

The net contribution for the General Account or Separate Account (determined in accordance with the account allocation percentages elected) is applied to provide General Account values or Separate Account Accumulation Units. The number of Accumulation Units credited to each variable account is determined by dividing the net contribution for that account by the dollar value of one Accumulation Unit next computed after the receipt of the contribution by the Company.

Distributed earnings with respect to the underlying Funds will be credited to Contract Owners by increasing the value of units of interest held under this Contract.

The number of Accumulation Units so determined will not be affected by any subsequent change in the value of Accumulation Units. The Accumulation Unit value in the Separate Account may decrease or increase from day to day as specified below.

(b) Net Investment Rate and Net Investment Factor

The General Account net investment rate applicable to this Contract for any day is guaranteed to be at least the rate shown under the Contract Specifications section of this Contract.

The net investment rate for each sub-Account in each of the Separate Accounts for any day is equal to the gross investment rate for each Sub-Account in the Separate Accounts expressed in decimal form to at least six (6) decimal places, less applicable deductions by the Company for the expense, mortality and administrative undertakings as set forth under the Contract Specifications section of this contract. The gross investment rate for a Sub-Account is (a) its investment income for the Valuation Day plus its capital gains and minus its capital losses, whether realized or unrealized, and less a deduction for any applicable taxes arising from the income and the realized and unrealized capital gains attributable to that Sub-Account, divided by (b) the value of that Sub-Account on the previous Valuation Day.

The net investment factor for each Sub-Account is the sum of 1.000000 plus the net investment rate for that account.

(c) Segregation of Separate Account Assets

That portion of the assets of each Separate Account equal to the reserves and other Contract liabilities of the Separate Account shall not be chargeable with liabilities arising out of any other business the Company may conduct. The assets of each Separate Account are segregated from all other assets of the Company and are subject only to the claims of contracts participating in such Separate Accounts.

(d) Accumulation Unit Value

The value of an Accumulation Unit for each Sub-Account of a Separate Account was set at an initial fixed value on the date the Sub-Account was initially established. The value of the respective Accumulation Units for any subsequent day is determined by multiplying the Accumulation Unit value for the preceding day by the net investment factor for that Sub-Account for the current day.

(e) Annuity Unit Values During the Annuity Period

The value of an Annuity Unit for each Sub-Account in a Separate Account was set at an initial fixed value on the date the Sub-Account was initially established and for any day thereafter is determined by multiplying the value of the Annuity Unit for that Sub-Account on the preceding day by the product of (a) 0.999892 and (b) the net investment factor for that Sub-Account of the Separate Account for the day for which the annuity value is being calculated.

## SECTION 6 - GENERAL ACCOUNT LIQUIDITY PROVISIONS

Prior to the Date of Discontinuance as defined in the Contract Discontinuance provisions in Section 7, a request for a partial surrender or transfer of General Account values in the Active Life Fund may be made at any time; provided, however, any and all such requests shall be subject to the transfer restrictions set forth at Section 2(c) and the Liquidity Restrictions set forth in paragraphs (a) and (b) of this Section 6.

- (a) Notwithstanding any benefits which may be payable to Participants or beneficiaries under the terms of the Plan, including, but not limited to, benefits under the Plan on account of retirement, death, separation from service, or financial hardship, the Contract Owner specifically agrees that the Company has the absolute right to deny any request for any surrender or transfer of General Account values in the Active Life Fund, when the sum of all requests for surrenders and transfers of such General Account values in any Contract Year exceeds one sixth (1/6) of the General Account values held in the Active Life Fund at the end of the immediately preceding Contract Year. The Company reserves the right to defer any request for a surrender or transfer in excess of the one sixth (1/6) limit until the next Contract Year. Any surrender or transfer request that is deferred to a later Contract Year shall be counted towards, and shall be subject to, the one sixth (1/6) limit applicable to the Contract Year to which such surrender or transfer is deferred.
- (b) Unless the Contract Owner gives the Company written direction otherwise, deferred surrenders and transfers shall be made in the order originally received.

## SECTION 7 - CONTRACT DISCONTINUANCE

This Contract shall be discontinued if:

- (a) the Contract Owner gives written notice to the Company that the Contract is being discontinued, in which event the Date of Discontinuance shall be the later of: (i) the first business day following the date on which such notice is received by the Company at its Home Office in Hartford, Connecticut, or (ii) the business day specified in such notice; or
- (b) no contributions are made to the Contract with respect to a Contract Year and the Company gives written notice to the Contract Owner that the Date of Discontinuance will occur as of the date specified in such notice, such date not to be earlier than thirty-one (31) days after the date such notice is mailed by the Company.

Discontinuance After Five Years:

Notwithstanding any provision of this Contract to the contrary, after five (5) completed Contract Years, the Company shall have the right, in accordance with its existing administrative practices and procedures, to pay all contract values in the Active Life Fund to the Contract Owner in full, provided that the Company gives the Contract Owner ninety (90) days advance written notice, and further provided that the Company takes the same action with respect to all contracts of the same class and risk characteristics.

SECTION 8 - EFFECT OF CONTRACT DISCONTINUANCE

On and after the Date of Discontinuance as defined in the Contract Discontinuance Provisions of Section 7, no contributions will be payable to, or accepted by, the Company. Notwithstanding any other provision of this Contract to the contrary, after the Date of Discontinuance, Contract values in the Active Life Fund shall be paid in accordance with paragraphs (a) and (b) of this Section 8:

(a) General Account Values

The total amount of all General Account values in the Active Life Fund under the Contract shall be reduced, as of the Date of Discontinuance, by any Premium Taxes not previously deducted.

The resulting amount shall be referred to as the "Balance at Discontinuance."

(i) **Notwithstanding anything to the contrary, Option 8(a)(i) is not available under this Contract.**

Notwithstanding any benefits which may be payable to Participants or beneficiaries under the terms of the Plan, including, but not limited to, benefits under the Plan on account of retirement, death, separation from service, or financial hardship, the Contract Owner specifically agrees that the Company has the absolute right to pay the Balance at Discontinuance in six (6) equal installments, plus any interest due, annually over a period of three (3) years. The Company shall pay the first such installment not later than thirty (30) days after the Date of Discontinuance. The remaining five installments, plus interest, shall be payable on each successive anniversary of the Date of Discontinuance.

The Balance at Discontinuance shall be credited with interest at a rate of not less than three (3) percent per annum commencing on the Date of Discontinuance.

(ii) Alternatively, at the end of the Contract Term, the Contract Owner may receive the Balance at Discontinuance upon termination of the Contract subject to the Company's ability to defer payment of such amount to the Contract Owner for a period of up to twelve (12) months. In the event that the Company elects such deferral, interest will continue to be credited on the unpaid amount at a rate of not less than three (3) percent from the date upon which the notice of discontinuance is received by the Company.

(b) Contract Funds Held Under the Separate Account(s)

As of the Date of Discontinuance, all Contract funds held under the Separate Accounts shall be reduced by any Premium Taxes not previously deducted.

The resulting amount shall be paid within seven (7) days following the Date of Discontinuance except as the Company may be permitted to defer payment under applicable law.

## SECTION 9 - SETTLEMENT PROVISIONS

### (a) Termination of Contributions

After termination of contributions on behalf of a Participant prior to the specified Annuity Commencement Date, the Contract Owner may continue the Participant's Account in force under the Contract or notify the Company as to the manner in which the Termination Value of the Participant's Account is to be disbursed or applied in accordance with the terms of this Contract.

### (b) Payment of Termination Value

When all or any part of the Termination Value invested in a Separate Account is taken by the Participant payment will be made within seven (7) days following the day the request is received in Good Order by the Company, except as the Company may be permitted to defer payment under the applicable federal law.

### (c) Annuity Rights

"Annuity Rights" shall be provided under the Contract entitling the Contract Owner to have annuity payments made at the rates set forth in this Contract. Such rates will be made applicable to all amounts held in the Participant's Account during the Accumulation Period.

### (d) Election of Annuity Option

The Annuity Commencement Date may be the first day of any month before or including the month of a Participant's 75th birthday, or such earlier date as applicable laws shall prescribe, but in the absence of a written election to the contrary, the Annuity Commencement Date shall be the first day of the month coincident with or next following the Participant's 75th birthday.

Provision is made for both variable and fixed dollar annuity payments. The Contract Owner may elect to have the Termination Value of the Participant's Account applied on the Annuity Commencement Date under one of the annuity options described below, but in the absence of such election, the Termination Value of the Participant's Account will be applied, on the Annuity Commencement Date, under the Second Option to provide a life annuity with 120 monthly payments certain. The Termination Value of the Participant's Account for that portion invested in a Separate Account is determined on the basis of the Accumulation Unit value of the fifth business day preceding the Annuity Commencement Date.

If elected by the Contract Owner, and agreed to by the Company, participant account values under a Related Contract may be transferred to this Contract for the purpose of effecting an annuity under one of the annuity options described below.

Election of any of these options, including any election for an earlier Annuity Commencement Date, must be made by notice in writing to the Office of the Company in Hartford, Connecticut at least 30 days prior to the date such election is to become effective.

### (e) Date of Payment

The first payment under any option shall be made on the first day of the next following calendar month, upon receipt of claim for settlement or on any other specified date, and subsequent



payments shall be made periodically in accordance with the manner of payment elected on the first business day of the month in which a payment is due.

(f) Termination after the Annuity Commencement Date

An Annuity effected under this Contract is irrevocable and may not be surrendered for its Termination Value after the commencement of annuity payments.

(g) Allocation of Annuity

At the time election of one of the annuity options is made, the Contract Owner may further elect to have the Termination Value of the Participant's Account applied to provide a fixed dollar annuity, a variable annuity, or a combination of both. The election of an annuity payment option by a Participant may not result in a first payment that is less than \$20.00. If at any time Annuity payments are to become less than \$20.00, The Hartford has the right to change the frequency of payment to intervals that will result in payments of at least \$20.00. In the event a variable annuity option is elected and in the event that the portion of an Annuity payment which is based upon each investment allocation is less than \$10.00, The Hartford has the right to change the frequency of payment to intervals that will result in payments from such investment allocation of at least 10.00.

Fixed Dollar Annuity - A fixed dollar annuity is an annuity with payments, which remain fixed as to dollar amount throughout the payment period.

Variable Annuity - A variable annuity is an annuity with payments decreasing or increasing in amount in accordance with the net investment result of the Sub-Account or Sub-Accounts in the Separate Account as described in "Valuation Provisions" at Section 5. After the first monthly payment for a variable annuity has been determined in accordance with the provisions of this Contract, a number of Annuity Units is determined by dividing that first monthly payment by the appropriate Annuity Unit value on the effective date of the annuity payments. Once variable annuity payments have begun, the number of Annuity Units remains fixed. The method of calculating the Annuity Unit value is described under Section 5, Valuation Provisions.

The dollar amount of the second and subsequent variable annuity payments is not predetermined and may decrease or increase from month to month. The actual amount of each variable annuity payment after the first is determined by multiplying the number of Annuity Units by the appropriate Annuity Unit value for each Sub-Account as described in the "Valuation Provisions", for the fifth business day preceding the date the annuity payment is due.

(h) Mortality and Expense Risk

The Company guarantees that the dollar amount of variable annuity payments will not be adversely affected by variations in the actual expenses incurred in providing and administering this Contract, or in the actual mortality experience of payees from the mortality assumption, including any age adjustments, used in determining the first monthly payment.

(i) Death of Participant or Beneficiary

- (1) Death during the Accumulation Period. In the event a Participant dies before his or her Annuity Commencement Date, a death benefit will be payable to the Beneficiary in an amount described in (A), (B) or (C) below, as applicable:

- (A) Death on or after age 65. If the Participant died on or after attaining age 65, the amount of the death benefit is the Termination Value of the Participant's Account under this Contract as of the date Due Proof of Death and a claim for payment are received in Good Order at the Administrative Offices of the Company.
- (B) Death prior age 65. If the Participant died prior to attaining age 65, the amount of the death benefit is the Minimum Death Benefit which is the greater of (i) the Termination Value of the Participant's Account under this Contract as of the date Due Proof of Death and a claim for payment are received in Good Order at the Administrative Offices of the Company, or (ii) 100% of the contributions made to this Contract on behalf of that Participant, reduced by the dollar amount of any partial surrenders not repaid.
- (C) Related Contracts. If requested by the Contract Owner and agreed to by the Company, the Minimum Death Benefit described at (B) above will be determined by reference to the greater of (i) the Termination Value of the Participant's Account under this Contract plus the termination value of any account(s) of the Participant under any Related Contract(s), as of the date Due Proof of Death and a claim for payment are received in Good Order at the Administrative Offices of the Company, or (ii) 100% of the contributions made on behalf of that Participant under this Contract and any Related Contract(s), reduced by the dollar amount of any partial surrenders from such contracts, not repaid. The amount of any death benefit payable by reason of this paragraph (C) shall be offset by amounts payable under any Related Contract.
- (2) The death benefit may be taken in one sum or under any of the settlement options available in the Company's variable annuities then being issued and will be paid to the Beneficiary. Notwithstanding the foregoing, or any provision of this Section 9(i), payment of any account value held under a Related Contract shall be made from such Related Contract, except to the extent such amount, or portion thereof, is transferred to this Contract, with the consent of the Company, for the purpose of effecting one of the available settlement options under this Contract.
- (3) When payment is taken in one sum, a variable payment will be made within 7 days after the date Due Proof of Death and a claim for payment are received in Good Order by the Company.
- (4) Death during the Annuity Period. In the event of the death of the Annuitant while receiving annuity payments, the present values of the current dollar amount on the date of death of any remaining guaranteed number of payments, will be paid in one sum to the Beneficiary unless other provisions shall have been made and approved by the Company. In the case of the Separate Account, calculations for such present value of the guaranteed number of payments remaining will be based on assumed net investment rate of 4% per annum. In the case of the General Account the net investment rate assumed will be the rate that is used by the Company to determine the amount of each certain payment. The Annuity Unit value on the date of receipt of due proof of death shall be used for the purpose of determining such present value.
- (j) Minimum Distributions
- Any distribution to a Participant under these Settlement Provisions shall be made in accordance with the provisions of the plan established by the Contract Owner, but in no event will such distribution be made at a time or in a method that fails to satisfy the requirements of section 457(d) of the Code, or any successor provision.

(k) Annuity Options

FIRST OPTION - Life Annuity - An annuity payable monthly during the lifetime of the Annuitant, ceasing with the last payment due prior to the death of the Annuitant.

SECOND OPTION - Life or Joint Life and Last Survivor Annuity with 120, 180 or 240 Monthly Payments Certain - An annuity providing monthly income to the Annuitant for a fixed period of 120 months, 180 months, or 240 months (as selected), and for as long thereafter as the Annuitant, or Joint Annuitants, as applicable, shall live.

THIRD OPTION - Unit Refund Life Annuity - An annuity payable monthly during the lifetime of the Annuitant, ceasing with the last payment due prior to the death of the Annuitant, provided that, at the death of the Annuitant, the beneficiary will receive an additional payment of the then dollar value of the number of Annuity Units equal to the excess, if any, of (a) over (b) where (a) is the total amount applied under the option divided by the Annuity Unit value at the effective date of annuity payments and (b) is the number of Annuity Units represented by each payment multiplied by the number of payments made.

FOURTH OPTION - Joint and Last Survivor Life Annuity - An annuity payable monthly during the joint lifetime of the Annuitant and a secondary Annuitant, and thereafter during the remaining lifetime of the survivor, ceasing with the last payment prior to the death of the survivor.

FIFTH OPTION- Payments for a Designated Period - An amount payable monthly for the number of years selected which may be from 5 to 30 years.

Any other payment options mutually agreed upon by the Company and the Contract Owner.

SECTION 10 - ANNUITY RATES

The rates applicable to the purchase of the immediate annuity options described above will be based on the following assumptions:

Mortality: 1983 Table a for Individual Annuity Mortality set back one year.

Interest: 4.00%

AMOUNT OF FIRST MONTHLY PAYMENT  
FOR EACH \$1,000 APPLIED

Second and subsequent payments, when based on the experience of a Separate Account, are variable and are not guaranteed as to a fixed dollar amount.

FIRST, SECOND AND THIRD OPTIONS - SINGLE LIFE ANNUITIES

<u>PAYEE'S AGE</u>	<u>LIFE ANNUITY</u>	<u>LIFE ANNUITY WITH 120 PAYMENTS CERTAIN</u>	<u>LIFE ANNUITY WITH 180 PAYMENTS CERTAIN</u>	<u>LIFE ANNUITY WITH 240 PAYMENTS CERTAIN</u>	<u>REFUND</u>
50	\$ 4.62	\$ 4.58	\$ 4.54	\$ 4.48	\$ 4.48
55	4.98	4.92	4.85	4.75	4.77
60	5.46	5.36	5.24	5.06	5.15
65	6.14	5.94	5.70	5.38	5.64
70	7.08	6.67	6.20	5.66	6.28

FOURTH OPTION - JOINT AND LAST SURVIVOR ANNUITY

<u>FIRST PAYEE'S AGE</u>	<u>SECOND PAYEE'S AGE</u>				
	<u>50</u>	<u>55</u>	<u>60</u>	<u>65</u>	<u>70</u>
50	\$ 4.16	\$ 4.26	\$ 4.36	\$ 4.43	\$ 4.49
55	4.26	4.41	4.54	4.67	4.76
60	4.36	4.54	4.74	4.92	5.09
65	4.43	4.67	4.92	5.19	5.45
70	4.49	4.76	5.09	5.45	5.83

FIFTH OPTION - PAYMENTS FOR A DESIGNATED PERIOD

<u>NUMBER OF YEARS</u>	<u>MONTHLY PAYMENT</u>
3	\$ 29.40
4	22.47
5	18.32
10	10.06
20	6.00

The monthly payment for any payment for any ages not shown above will be quoted upon request.