

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
1100 SW Sixth Avenue
Portland OR 97204
(800) 247-6888

FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT

Owner: ELEANOR S MARCERON
Contract Number: 00A6600638
Annuitant: ELEANOR S MARCERON

The consideration for the Contract is: (a) the application, and (b) the payment of the initial premium as provided herein. The application is attached to and made part of the Contract.

We will provide annuity benefits on the Annuity Date according to the terms of the Contract if the Annuitant and the Owner, if other than the Annuitant, are living on such date. We will provide death benefits to the Beneficiary(ies) according to the terms of the Contract if either the Annuitant or Owner dies before the Annuity Date.

For purposes of effective dates and ending dates under the Contract, all days begin and end at 12:00 midnight Standard Time at the Owner's address.

All provisions on this and the following pages are part of the Contract. "You" and "your" mean the Owner. "We", "us" and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

Right To Return And Cancel The Contract: The Contract may be returned and cancelled for any reason within 30 days after the Owner receives it. The Contract must be returned to: (a) the agent who sold it; (b) any of our agency offices; or (c) our home office. The Contract will be: (a) void; and (b) considered never in force. Any premium paid for the Contract will be refunded, less any prior partial surrenders.

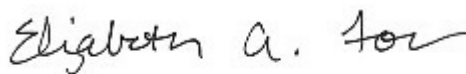
Read Your Contract Carefully: The Contract is a legal contract between you and us. Please read your Contract carefully. You may contact us at the telephone number above to make inquiries, obtain information, or request assistance in resolving any issues about your coverage. Upon your written request we will provide factual information about the Contract's benefits and provisions within a reasonable time.

Standard Insurance Company

By



Daniel J. McMillan
President and CEO



Elizabeth A. Fouts
Corporate Secretary

This is a non-participating flexible premium deferred annuity contract. It does not share in dividends.

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SPECIMEN

SPECIMEN

CONTRACT DATA

This section contains many of the features of your Flexible Premium Deferred Annuity Contract. Other provisions appear in: (a) other sections; or (b) attached Contract amendments, riders or endorsements. For full details, please refer to the text of each: (a) section; (b) amendment; (c) rider; or (d) endorsement.

General Contract Information

Contract Number: 00A6600638
Annuitant: ELEANOR S MARCERON
Owner: ELEANOR S MARCERON
Age At Issue: 91
Contract Effective Date: May 15, 2019
Annuity Date*: May 15, 2043
Initial Premium: \$151.13
Planned Annual Premium Based On Premium
Payment And Premium Mode Selected \$604.50
As Of Contract Effective Date:
Premium Mode Selected As Of Contract Effective Date: Quarterly

Minimum Premium: You may pay additional premium after the Contract Effective Date. You must pay at least \$600 of total premium during the first Contract Year. If the minimum premium requirement for the first Contract Year is not met, we reserve the right to: (a) terminate the Contract; and (b) distribute the value of the annuity fund. Adverse tax consequences may result.

Maximum Premium: The maximum premium you may pay in any Contract Year without prior home office approval is:

1. 200% of the total amount of premium you paid during the preceding Contract Year; or
2. \$10,000;

whichever is less.

Total Premium: The total premium for all Contract Years may not exceed \$1,000,000 without prior home office approval.

Additional Riders: Individual Retirement Annuity Rider (IRA); Guarantee of Principal Rider; Regularly Scheduled Withdrawal of Earned Interest Waiver of Surrender Charge Rider; Earned Interest Waiver of Surrender Charge Rider; Percent of Value of the Annuity Fund Waiver of Surrender Charge Rider; Terminal Condition Benefit Waiver of Surrender Charge Rider; Nursing Home Confinement Benefit Waiver of Surrender Charge Rider; Death Benefit Waiver of Surrender Charge Rider; 403(b) Annuity - Non-ERISA Tax-Sheltered Annuity Rider

*The Annuity Date is: (a) the Contract Anniversary nearest the Annuitant's 115 birthday; or (b) the tenth Contract Anniversary; whichever is later.

INTEREST RATES

Initial Guaranteed Effective Annual Interest Rate:

Initial premium: 1.20% for the first Contract Year.

Additional Premium After The Contract Effective Date: The interest rate in effect on the date of the premium payment.

Guaranteed Minimum Effective Annual Interest Rate: The interest rate for each premium payment is guaranteed for one year from the date we receive the premium. The interest rate may change after that first year. However, the guaranteed minimum effective annual interest rate will not be less than 0.10%.

VALUE OF THE ANNUITY FUND

The value of the annuity fund equals:

1. The initial premium; plus
2. Additional premium paid after the Contract Effective Date; plus
3. Interest credited; less
4. Amounts surrendered; less
5. Surrender fees, as applicable; less
6. Premium tax, if applicable

SURRENDER FEES

<u>Contract Year:</u>	<u>Surrender Fee Percentage:</u>	<u>Contract Year:</u>	<u>Surrender Fee Percentage:</u>
First	9.0%	Sixth	4.0%
Second	8.0%	Seventh	3.0%
Third	7.0%	Eighth	2.0%
Fourth	6.0%	Ninth	1.0%
Fifth	5.0%	Thereafter	None

TABLE OF ILLUSTRATED VALUES

<u>End Of Contract Year:</u>	<u>Annuity Value:</u>	<u>Surrender Value:</u>	<u>Effective Rate Of Return:</u>
1	\$607	\$605	0.00%
2	\$1,212	\$1,209	0.00%
3	\$1,818	\$1,814	0.00%
4	\$2,425	\$2,418	0.00%
5	\$3,032	\$3,023	0.00%
6	\$3,640	\$3,627	0.00%
7	\$4,249	\$4,232	0.00%
8	\$4,858	\$4,836	0.00%
9	\$5,467	\$5,441	0.00%
10	\$6,078	\$6,078	0.11%
15	\$9,139	\$9,139	0.10%
20	\$12,215	\$12,215	0.10%
24	\$14,687	\$14,687	0.10%

Values are based on: (a) the initial premium; (b) the guaranteed effective annual interest rate applied to the initial premium; (c) additional planned premium to be paid during the first Contract Year, if any, that results in the planned annual premium; (d) the planned annual premium for each Contract Year thereafter; (e) use of the guaranteed minimum effective annual interest rate applicable to each premium paid after the initial premium; and (f) the surrender fee percentages. The effective rate of return is calculated over the life of the Contract. Values assume no partial surrenders are made. The actual values and rates for the Contract will differ from those shown, depending on: (a) actual premium payment amounts and premium mode; (b) actual partial surrenders; and (c) actual interest credited.

DEFINITIONS

Annuitant: The person to whom annuity benefits will be paid. The Annuitant is named on the Contract cover and in **Contract Data**.

Annuity Date: The date annuity benefits start. See **Contract Data**.

Contract: The flexible premium deferred annuity contract: (a) issued by us to the Owner; and (b) identified by the Contract Number.

Contract Anniversary: The anniversary of the Contract Effective Date occurring each year the Contract remains in force.

Contract Year: The 12-month period measured from the Contract Effective Date and each 12-month period thereafter.

Owner: The person to whom the Contract is issued. The Owner is named on the Contract cover and in **Contract Data**.

Payee: The person to whom benefits are payable. First Payee is the highest rank of Payee, followed by successor Payees. The Annuitant is the first Payee, if living at the time benefits are payable, followed by the succession of Beneficiaries under the **Death Benefits** provision. If a death benefit is payable, the Beneficiary will be the first Payee.

Written Notice: Any Written Notice required under the Contract. Such notice by you must be signed and delivered to us at our home office, unless we inform you otherwise. Such notice by us will be sent to you at the last known address on our records. You must notify us of any changes in address. We are not liable for any action taken by us prior to our receipt of Written Notice.

ANNUITY FUND

Premium. Premium must be paid to us at our home office. Note: If a check for the initial premium is not honored when first presented for payment, the Contract is: (a) void; and (b) considered never in force. Subject to the maximum premium and the required minimum premium, you may change your planned premium amount and premium mode by sending us Written Notice.

Premium Tax. Premium tax is imposed on annuities in some states. If a premium tax is assessed when the premium is paid, we will deduct it from the premium payment. If a premium tax is assessed any other time, we will deduct it from the benefit payable or the amount surrendered, as applicable.

Value Of The Annuity Fund. The value of the annuity fund is the amount available to provide benefits under the Contract. The value of the annuity fund is determined as shown in **Contract Data**.

Credited Interest. We will credit interest to the annuity fund each day.

The initial premium will be credited with the initial guaranteed effective annual interest rate. See **Contract Data**. We reserve the right to credit each additional premium paid after the Contract Effective Date with a different guaranteed effective annual interest rate.

After the initial guaranteed period for each premium ends, the annual interest rate may change. However, the annual interest rate credited to the annuity fund will never be less than the minimum effective annual interest rate shown in **Contract Data**.

BENEFIT PROVISIONS

Annuity Benefits

Commencement. Payment of annuity benefits will begin if:

1. The Annuitant is alive on the Annuity Date;
2. No payment of death benefits has begun;
3. The payment option has been selected and we have approved the choice; and
4. The Contract (or lost contract certificate) has been returned to us.

Annuity Benefit Amount. The annuity benefit will be the value of the annuity fund on the Annuity Date. If, for any reason, we have not begun payments within 30 days after the Annuity Date, we will credit interest to the annuity fund from the Annuity Date to the date of payment. We will credit such interest at: (a) the rate currently in effect; or (b) the rate required by law; whichever is greater.

Payment Options. The following payment options are available under the Contract. If, at the time of selection, we offer the payment option on a more favorable basis, we will provide the payment option that results in the higher benefits.

Option 1: Installment Option. We will pay equal monthly payments for a period that you select. If the Payee dies before the annuity benefit is completely paid, we will continue monthly payments to the Beneficiary for the balance of that period.

Option 2: Life Income Options.

Life Only With No Period Certain. We will pay equal monthly payments while the Payee is living. Payments will automatically cease upon the death of the Payee.

Five Years Certain And Life. We will pay equal monthly payments for a five-year period beginning on the Annuity Date. If the first Payee is living at the end of that five-year period, we will continue monthly payments for the life of the first Payee. If the first Payee dies before that five-year period ends, we will continue monthly payments to the Beneficiary for the balance of the five-year period. No further payments will be made to the Beneficiary beyond the end of the five-year period.

Ten Years Certain And Life. We will pay equal monthly payments for a ten-year period beginning on the Annuity Date. If the first Payee is living at the end of that ten-year period, we will continue monthly payments for the life of the first Payee. If the first Payee dies before that ten-year period ends, we will continue monthly payments to the Beneficiary for the balance of the ten-year period. No further payments will be made to the Beneficiary beyond the end of the ten-year period.

Option 3: Joint And Survivor Option. We will pay equal monthly payments to the Payee and a joint Payee while both are living. Upon the death of the first Payee, we will continue monthly payments for the life of the surviving Payee. The monthly payments paid to the surviving Payee will be either: (a) the same as the initial monthly payments; or (b) two-thirds of the amount of the initial monthly payments; as elected by you in a Written Notice. If both Payees die simultaneously, or if the order of death cannot be determined, each Payee will be treated as if that Payee predeceased the other for purposes of this option.

Other options may be available, subject to our approval.

Choice Of Payment Option. Choice of payment option may be as follows:

1. **Owner's Choice:** You may choose or change a payment option by sending us Written Notice before the Annuity Date and while the Contract is in force. Your choice includes a lump-sum payment option.
2. **Choice By Default:** If we have not received Written Notice of the payment option before the Annuity Date and while the Contract is in force, the "ten years certain and life" payment option will automatically become effective.
3. **Restriction Of Choice:** If the value of the annuity fund is less than \$5,000, we will pay the benefit in a lump sum rather than under a payment option.

The choice of payment option may be restricted to comply with the Internal Revenue Code and Regulations.

Illustrated Tables. See **Payment Options Tables** for the illustrated payment options. The figures are based on an effective annual interest rate equal to the guaranteed minimum effective annual interest rate (see **Contract Data**). The payment options that depend on the survival of one or more lives are based on the 2012 Individual Annuity Reserve Table.

Required Information. We require proof satisfactory to us of the Payee's age and gender before the first payment is made under a payment option involving lifetime benefits.

Supplementary Contract. Once the benefit becomes payable and the choice of payment option has been determined, we will issue a supplementary contract in exchange for the Contract. The supplementary contract will: (a) describe the payment schedule; (b) name the Payee; and (c) name the Beneficiary.

Surrender Benefits

Total Surrender. You may surrender the Contract during the Annuitant's lifetime on or before the Annuity Date. To surrender the Contract, you must:

1. Provide us with Written Notice of: (a) your intent to surrender the Contract; and (b) your choice of a lump sum surrender or other payment option chosen by you. See **Choice Of Payment Option**.
2. Return the Contract, or lost contract certificate, to us.

The total surrender value equals: (a) the value of the annuity fund; minus (b) surrender fees, as applicable. If the value of the annuity fund is less than \$5,000, we will pay the benefit in a lump sum rather than under a payment option.

Partial Surrender. You may request a partial surrender of the Contract during the Annuitant's lifetime on or before the Annuity Date, subject to the following:

1. No payment may be less than \$500.
2. The value of the annuity fund remaining after payment of the partial surrender may not be less than \$2,000.

You must provide us with Written Notice of the amount you wish to surrender. The partial surrender benefit will be reduced by surrender fees, as applicable. We will pay the benefit in a lump sum.

Surrender Fee. We will reduce any amount you surrender by a surrender fee, as applicable. The amount of the surrender fee equals: (a) the amount to be surrendered; times (b) the surrender fee percentage applicable to the Contract Year in which the surrender occurs. See **Contract Data** for the surrender fee percentages.

There will be no surrender fee in the following instance:

1. For a surrender occurring after the end of the last Contract Year in which surrender fees are applied. See **Contract Data**.
2. On a total surrender for which a lifetime payment option or a period certain of at least five years has been selected. **Note:** Any other payment option will result in a surrender fee, as applicable.
3. On payment of a death benefit, provided the Annuitant dies: (a) before you; and (b) before the Annuity Date.

Supplementary Contract. We will issue a supplementary contract in exchange for the Contract once: (a) the benefit under a total surrender becomes payable; and (b) the choice of payment option has been selected. The supplementary contract will: (a) describe the payment schedule; (b) name the Payee; and (c) name the Beneficiary.

Deferral. We may defer payment of a total or partial surrender for up to six months. If we are going to make such deferral, we will notify you in writing. If we defer such payments for more than 30 days, we will credit interest to the deferred payment from the date of the deferral to the date of payment. We will credit such interest at the rate currently in effect or the rate required by law, whichever is greater.

Death Benefits

Death Of Annuitant. We will pay a death benefit if: (a) the Annuitant dies before the Annuity Date; or (b) you are the Annuitant and you die before the Annuity Date. The amount of the death benefit equals: (1) the value of the annuity as of the date of the Annuitant's death; or (2) the entire interest in the Contract as of the date of your death; whichever is applicable. A surrender fee will apply if: (a) you are the Annuitant; (b) you die; and (c) the death benefit is paid under a payment option of less than five years. The death benefit will be paid as follows:

1. To the Beneficiary, if living.
2. To you, if: (a) you are then living; and (b) there is no Beneficiary then living.
3. To your estate, if you are not then living.
4. To the Annuitant's estate, if you are a non-natural Owner (e.g. corporation, trust). In such case, the death benefit will be paid under **Restriction Of Choice**.

Death Of Owner. If you die before the Annuity Date and while the Annuitant is living, your rights of Owner will pass to the Beneficiary as successor Owner. The death benefit will be paid under **Restriction Of Choice**.

Assignment Of Ownership; Payment Of Death Benefit. We must receive proof of death satisfactory to us in order to: (a) assign ownership under **Death Of Owner**; or (b) pay a death benefit. Also, in order to pay a death benefit, the Contract (or lost contract certificate) must be returned to us.

Payment of the death benefit will be made: (a) in a lump sum; or (b) under the payment option chosen by you. See **Payment Options**. If you did not choose a payment option before the date of your death, the Beneficiary must choose a payment option within 60 days of the date of death. If no payment option has been chosen by the Beneficiary within 60 days after the date of death, we will make payments under the "ten years certain and life" payment option. However:

1. See **Restriction Of Choice** for payment options regulated under the Internal Revenue Code, where applicable.
2. If the death benefit or entire interest in the Contract is less than \$5,000, payment will be in a lump sum rather than under a payment option.

If, for any reason, we have not begun payments within 30 days after the date of death, we will credit interest to the annuity fund from the date of death to the date of payment. We will credit such interest at the rate currently credited or the rate required by law, whichever is greater.

Restriction Of Choice. A chosen payment option may be restricted according to the Internal Revenue Code Section 72(s), if:

1. You are a natural Owner and die before the Annuity Date; or
2. You are a non-natural Owner (e.g. corporation, trust) and the Annuitant dies before the Annuity Date.

In each case the total death benefit must be paid within five years after the date of death, except as follows:

1. If your spouse, or the Annuitant's spouse, is the Beneficiary, the Contract may be continued as though the spouse were the Owner.
2. If your spouse, or the Annuitant's spouse, is not the Beneficiary, the non-spouse Beneficiary may elect to have payments distributed over the lifetime of the Beneficiary, provided:
 - a. Payments are not to extend beyond the Beneficiary's life expectancy; and
 - b. Payments begin within one year after the date of death.

Supplementary Contract. We will issue a supplementary contract in exchange for the Contract once: (a) payments become payable, and (b) the choice of payment option has been determined. The supplementary contract will: (a) describe the payment schedule; and (b) name the Payee.

Beneficiary. Beneficiary means a person or entity you name to receive death benefits. You may name one or more Beneficiaries.

You may name or change Beneficiaries and you may provide for more than one class of Beneficiary at any time by providing us with a written designation. Your designation:

1. Must be dated and signed by you.
2. Must be delivered to us before the Annuity Date, while the Contract is in force, and while you are living.
3. Will take effect on the date you signed your designation.

A change in Beneficiary is subject to our approval. We are not liable for any action taken by us prior to our approval.

We will pay death benefits to the Beneficiary(ies) in the highest class in which there is a surviving Beneficiary. If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
2. If you provide for unequal shares in a class and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary the applicable designated share. Unless you provide otherwise, we will pay shares otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship of: (a) the proportionate share of each surviving Beneficiary; bears to (b) the total shares of all surviving Beneficiaries in that class.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

Surviving Beneficiary. The Beneficiary must survive you or the Annuitant, as applicable, by at least 15 days in order to receive death benefits. If a Beneficiary dies on the same day you or the Annuitant dies, or before the end of the 15-day period from the date of death, benefits will be paid as if that Beneficiary had died before you or the Annuitant.

No Surviving Beneficiary. If you die before the Annuity Date and have not named a Beneficiary or you are not survived by a Beneficiary:

1. Benefits will be paid to your estate; or
2. If you are a non-natural Owner, benefits will be paid to the Annuitant's estate.

If the Annuitant dies and is not survived by a Beneficiary:

1. Benefits will be paid to your estate; or
2. If you are a non-natural Owner, benefits will be paid to the Annuitant's estate.

Payment In Advance. A Beneficiary may not commute, encumber, alienate, or assign any payments under the Contract before they are due. Also, no payments will be subject to the debts, contracts, or engagements of the Beneficiary unless: (a) such payment complies with applicable state and federal law; and (b) we have provided you with prior Written Notice of our consent. However, a Beneficiary who is also the Owner has all rights as Owner under the Contract.

OWNER PROVISIONS

Rights Of Owner. Subject to the rights of any assignee under an assignment filed with us, you may exercise all rights and privileges under the Contract, including assignment of ownership, provided you exercise such rights:

1. Before the Annuity Date; and
2. While you and the Annuitant are living.

Assignment. You may assign the Contract by providing us Written Notice of your assignment. We may require the return of the Contract for us to record the assignment. An assignment will not affect any payment we made or actions taken before we receive and approve your assignment. We are not responsible for the validity of any assignment.

An assignment will make the assignee the new Owner of the Contract. An assignment affects only your ownership of the Contract and does not change the Annuitant or the Beneficiary. However, a collateral assignment will not make the collateral assignee the new Owner. The rights of a Beneficiary are subordinate to those of the assignee unless the Beneficiary has been designated as an irrevocable Beneficiary prior to the date of the assignment.

ANNUITANT PROVISIONS

Rights Of Annuitant. We will pay annuity benefits under the terms of the Contract if: (a) you and the Annuitant are living on the Annuity Date; and (b) the Contract is in force on such date. See **Annuity Benefits**.

Change Of Annuitant. The named Annuitant may not be changed unless:

1. The Annuitant is also the Owner and dies; and
2. There is a surviving spouse.

In such case, your surviving spouse, if any, will automatically become the Owner/Annuitant provided such spouse is also the designated Beneficiary. The Annuity Date for the surviving spouse will be determined using the later of:

1. Your birth date.
2. Your spouse's birth date.

Payment In Advance. An Annuitant may not commute, encumber, alienate, or assign any payments under the Contract before they are due. Also, no payments will be subject to the debts, contracts, or engagements of the Annuitant unless: (a) such payment complies with applicable state and federal law; and (b) we have provided you with prior Written Notice of our consent. However, an Annuitant who is also the Owner has all rights as Owner under the Contract.

GENERAL PROVISIONS

Entire Contract; Changes. The following constitute the entire Contract between the parties: (a) the Contract and all attachments, including any amendments, riders, endorsements; and (b) the application and any application supplements. The application and any application supplements are attached to the Contract when issued. The Contract may be changed in whole or in part. However, no one, including an agent, has the authority to change or waive any part of the Contract unless: (a) it is approved in advance and in writing by our President and Corporate Secretary; and (b) it is given to the Owner for acceptance and attachment to the Contract.

Contract. The Contract takes effect on the Contract Effective Date and will remain in force until canceled or otherwise terminated. The Contract will be canceled automatically on the Annuity Date. The canceled Contract will be replaced by a supplementary contract, unless you choose payment of a single lump sum. It may be terminated before the Annuity Date by: (a) total surrender (see **Surrender Benefits**); or (b) payment of death benefits (see **Death Benefits**).

Premium; Credited Interest. The initial premium, any additional premium, and any interest credited to your annuity fund under the Contract become part of our general corporate funds.

Conformity With State Laws. Any provision of the Contract that, on its effective date, conflicts with the laws of the state in which the application was taken, is amended to meet the minimum requirements of such laws.

Time Limits On Legal Actions. No action at law or in equity may be brought until 60 days after the Payee has given us proof of entitlement to benefits. No such action may be brought more than three years after the earlier of:

1. The date we receive proof of entitlement to benefits.
2. The time within which proof of entitlement to benefits is required to be given.

Misstatement. All statements made in the application and any application supplement, in the absence of fraud, are deemed representations and not warranties. If age or gender of a Payee has been misstated, we will make an equitable adjustment of benefits. If we have underpaid any benefits:

1. We will pay the underpaid amount in full with the next benefit payment; or
2. In the case of a single lump sum payment having been underpaid, we will pay the underpaid amount in full within 30 days of our determination of the underpayment.

If we have overpaid any benefits:

1. We will deduct the overpaid amount from future benefit payments until we are paid in full; or
2. In the case of a single lump sum payment having been overpaid, you must repay us the amount of the overpayment within 30 days of our Written Notice to you of the amount of the overpayment.

The interest rate applicable to overpayment and underpayment amounts will be based on the interest rate credited to the annuity fund during the period of the misstatement.

Incontestability. Subject to Misstatement, the Contract is incontestable after the Contract has been in force for two years during your lifetime after the Contract Effective Date.

Notice. No changes, assignments and requests will affect us unless:

1. They have been signed by the Owner
2. We have received them at our home office; and
3. Where required, we have approved them.

Reports. Each Contract Year while the Contract is in force we will provide you with a report. The report will include:

1. The dates of the reporting period.
2. The value of the annuity fund at the beginning and at the end of the reporting period.
3. The interest credited.
4. Any partial surrenders and surrender fees.
5. Any other values that may be required by the laws of the state where application for the Contract was taken.

Minimum Values. Annuity benefits, surrender benefits, death benefits and nonforfeiture values that may be available under the Contract will not be less than the minimum benefits and values required by law.

Effect Of Internal Revenue Code. The Contract is intended to comply with: (a) the requirements of the Internal Revenue Code of 1986, as amended; and (b) all applicable Regulations ("Code"). In the event of any conflict between the Contract and the Code, the Code will govern in order to maintain treatment of the Contract as an annuity under the Code.

PAYMENT OPTIONS TABLE

Installment Option

(Amounts are for each \$1,000 of proceeds)

Number of Years	Monthly Payments	Number of Years	Monthly Payments	Number of Years	Monthly Payments
1	83.71	11	7.99	21	4.40
2	42.07	12	7.36	22	4.22
3	28.18	13	6.83	23	4.05
4	21.24	14	6.37	24	3.90
5	17.08	15	5.98	25	3.76
6	14.30	16	5.63	26	3.64
7	12.32	17	5.33	27	3.52
8	10.83	18	5.05	28	3.41
9	9.68	19	4.81	29	3.31
10	8.75	20	4.59	30	3.21

Life Income Option

(Amounts are for each \$1,000 of proceeds)

Guaranteed Period: None				
Year of Annuitization	2020	2030	2040	2050
Age of Payee				
50	2.57	2.52	2.48	2.44
55	2.88	2.82	2.76	2.72
60	3.28	3.20	3.13	3.07
65	3.82	3.72	3.63	3.54
70	4.56	4.43	4.31	4.20
75	5.66	5.47	5.30	5.15
80	7.36	7.09	6.85	6.64
85	10.02	9.67	9.35	9.06
90	14.12	13.69	13.29	12.92
95	20.16	19.71	19.28	18.86
100	28.56	28.23	27.90	27.58
105	38.97	38.97	38.97	38.97
110	41.73	41.73	41.73	41.73
115	43.93	43.93	43.93	43.93
Guaranteed Period: 10 years				
Year of Annuitization	2020	2030	2040	2050
Age of Payee				
50	2.56	2.52	2.48	2.44
55	2.86	2.81	2.76	2.71
60	3.25	3.18	3.11	3.06
65	3.76	3.67	3.58	3.51
70	4.44	4.32	4.22	4.12
75	5.35	5.21	5.08	4.97
80	6.46	6.33	6.20	6.08
85	7.56	7.47	7.38	7.29
90	8.31	8.28	8.24	8.20
95	8.64	8.64	8.63	8.62
100	8.73	8.72	8.72	8.72
105	8.74	8.74	8.74	8.74
110	8.75	8.75	8.75	8.75
115	8.75	8.75	8.75	8.75

Joint and Survivor Annuity Option

(Amounts are for each \$1,000 of proceeds)

Joint and Survivor					
		Annuitization Year			
One Payee Age	Other Payee Age	2020	2030	2040	2050
55	55	2.51	2.48	2.45	2.42
60	60	2.81	2.77	2.73	2.69
65	65	3.21	3.15	3.10	3.05
70	70	3.76	3.68	3.60	3.54
75	75	4.54	4.43	4.33	4.24
80	80	5.71	5.55	5.41	5.28
85	85	7.51	7.30	7.10	6.93
90	90	10.26	10.00	9.75	9.52
95	95	14.33	14.04	13.77	13.52
100	100	20.05	19.85	19.65	19.46
105	105	27.02	27.02	27.02	27.02
110	110	28.79	28.79	28.79	28.79
115	115	30.90	30.90	30.90	30.90

Joint and 2/3 Survivor					
		Annuitization Year			
One Payee Age	Other Payee Age	2020	2030	2040	2050
55	55	2.74	2.69	2.65	2.61
60	60	3.11	3.04	2.99	2.94
65	65	3.59	3.51	3.43	3.36
70	70	4.26	4.15	4.04	3.95
75	75	5.23	5.07	4.93	4.81
80	80	6.71	6.49	6.29	6.12
85	85	9.02	8.73	8.46	8.22
90	90	12.54	12.19	11.85	11.54
95	95	17.75	17.37	17.01	16.66
100	100	25.02	24.74	24.47	24.20
105	105	33.95	33.95	33.95	33.95
110	110	36.27	36.27	36.27	36.27
115	115	38.49	38.49	38.49	38.49

1. Amounts are based on your age (nearest birthday) or that of your named Beneficiary (if applicable) at the time you or your named Beneficiary elect(s) a payment option.
2. Basis for determining values: 2012 Individual Annuity Reserve Table and annual interest equal to 1.00%.

Standard Insurance Company

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Individual Retirement Annuity Rider

Owner(s):	ELEANOR S MARCERON
Contract Number:	00A6600638
Annuitant(s):	ELEANOR S MARCERON
Rider Effective Date:	May 15, 2019

The Contract is amended to qualify as an individual retirement annuity under: (a) section 408(b) of the Internal Revenue Code of 1986, as amended; and (b) applicable regulations; (the "IRC"). All provisions of the Contract and this rider shall be interpreted in accordance with qualification as an individual retirement annuity under IRC section 408(b).

The terms of the Contract are amended as follows:

- 1. Owner and Annuitant.** Except as otherwise permitted by the IRC: (a) the Owner of the Contract; and (b) the Annuitant; must be the same person. You and your mean the Owner/Annuitant. You must be the sole Owner of the Contract. The Owner and Annuitant cannot be changed, except as otherwise permitted under applicable federal law. You must comply with applicable IRC provisions to prevent: (a) loss of the advantages of tax deferral; and (b) tax penalties.
- 2. Conflict.** The IRC governs if there is any conflict of terms or provisions of this rider and applicable IRC sections.
- 3. Exclusive Benefit.** The Contract is established for the exclusive benefit of: (a) you; and (b) your Beneficiary.

If this rider is attached to an inherited IRA within the meaning of section 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, the terms "you" and "your" refer to the deceased Owner/Annuitant.

- 4. Nontransferable and Nonforfeitable.** Your interest in the Contract is: (a) nontransferable; and, except as provided by law, (b) nonforfeitable. In particular, except as permitted by the IRC, the Contract may not be sold, assigned, discounted, or pledged:
 - As collateral for a loan;
 - As security for the performance of an obligation; or
 - For any other purpose;

to any person other than to us.

5. **Premiums.** All premium payments must be paid:
- a. In cash as a qualified retirement contribution for the taxable year (as permitted under IRC section 219(b));
 - b. As a rollover contribution (as permitted by IRC sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 456(e)(16));
 - c. As a nontaxable transfer from an individual retirement account under IRC section 408(a);
 - d. As a nontaxable transfer from another individual retirement annuity under IRC section 408(b);
 - e. As a contribution made in accordance with the terms of a Simplified Employee Pension as described in IRC section 408(k); or
 - f. As an amount contributed to an inherited individual retirement account or individual retirement annuity within the meaning of IRC section 408(d)(3)(C)(ii).

The total of all premium paid as your qualified retirement contribution for any taxable year may not exceed: (a) the amount permitted under IRC sections 219(b) and 408(b); or (b) such other amount provided by the IRC. If you are age 50 or older before the close of the taxable year, the annual qualified retirement contribution limit is increased by the catch-up contribution amount permitted under IRC section 219(b)(5)(B).

You may also make premium payments as additional contributions specifically authorized by statute, such as repayments of qualified reservist distributions, or repayments of certain plan distributions made on account of a federally declared disaster.

If this rider is attached to an inherited IRA within the meaning of section 408(d)(3)(C), no contributions will be accepted.

No premium subsequent to the initial premium, if permitted, will be accepted unless it is equal to at least \$50.

Note: Single Premium Annuities. If this rider is attached to a single premium annuity, premiums will not be accepted beyond: (a) the basic annuity premium; and (b) any additional period following the Contract Effective Date during which premium is allowed (see **Contract Data**). Any and all premium is subject to the limits and exclusions noted above.

6. **Annuity Benefits.** All annuity payment options under the Contract must meet the requirements of IRC sections 401(a)(9) and 408(b)(3).
7. **Required Distributions Generally.** Your entire interest in the Contract shall be distributed in accordance with the requirements of IRC sections 408(a)(6) and 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. The provisions of this rider reflecting these requirements override any payment option, surrender option, or other distribution method that is inconsistent with such requirements.

There will be no surrender fee on any minimum distribution required under IRC sections 401(a)(9) and 408(b)(3) with respect to the Contract.

8. **Required Beginning Date.** The term “Required Beginning Date” as used in this rider means April 1 of the calendar year following the calendar year in which you attain age 73, or such later date as provided by law.

9. **Required Distributions During Owner's Life.** Unless otherwise permitted under the IRC, your entire interest in the Contract shall be distributed, or commence to be distributed, no later than the Required Beginning Date.

If this rider is attached to an inherited IRA within the meaning of section 408(d)(3)(C), the information below describing required distributions during the owner's life does not apply.

- a. **Deferred Annuity.** If this rider is attached to a deferred annuity, your entire interest in the Contract shall be distributed, commencing no later than the Required Beginning Date, over your life or the lives of you and your Beneficiary (as defined in IRC section 401(a)(9)). Distributions must satisfy the requirements of IRC section 408(a)(6).

The amount to be distributed each year, beginning with the calendar year in which you attain age 73 and continuing through the year of your death, shall not be less than the quotient obtained by dividing:

1. The annuity fund value as of the end of the preceding year; by
2. The distribution period in the Uniform Lifetime Table in Q&A-2 of section 1.401(a)(9)-9 of the Income Tax Regulations;

using your age as of your birthday in the year the minimum distribution is required.

However, if your sole Beneficiary is your surviving spouse and such spouse is more than 10 years younger than you, then the distribution period is determined:

1. Under the Joint and Last Survivor Table in Q&A-3 of section 1.401(a)(9)-9;
2. Using the ages as of your birthday and your spouse's birthday in the year the minimum distribution is required.

- b. **Immediate Annuity.** If this rider is attached to an immediate annuity making distributions on an irrevocable basis, your entire interest in the Contract shall be distributed, commencing no later than the Required Beginning Date, over:

1. Your life or the lives of you and your Beneficiary (as defined in IRC section 401(a)(9)); or
2. A certain period not extending beyond:
 - a. Your life expectancy; or
 - b. The joint and last survivor life expectancy of you and your Beneficiary.

If your entire interest is to be paid over a period greater than one year, the amount to be paid by December 31 of each year (including the year in which the Required Beginning Date occurs) will be made in accordance with the requirements of IRC section 401(a)(9), including the incidental death benefit requirements of IRC section 401(a)(9)(G).

Payments must be made in periodic payments at intervals of no longer than one year and must either be non-increasing or may increase only as provided in Q&As -1 and -4 of section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of section 1.401(a)(9)-6.

10. Required Distribution Upon Owner's Death. Payment of death benefits under the Contract will be in accordance with IRC section 401(a)(9), as described below.

- a. **Death On or After Required Beginning Date.** If this rider is attached to an immediate annuity making distributions on an irrevocable basis, and you die after distribution of your interest in the Contract has begun, the remaining portion of your interest in the Contract (if any) will continue to be distributed under the method of payment being used as of the date of your death, not to exceed the end of the tenth calendar year following your death.

If this rider is attached to a deferred annuity, and you die after your Required Beginning Date, the remaining portion of your interest in the Contract (if any) will be distributed as follows:

1. **Non-spouse Beneficiary.** If the Beneficiary is someone other than your surviving spouse, the remaining portion of your interest in the Contract will be distributed, no later than the end of the tenth calendar year following your death.
2. **Surviving Spouse Beneficiary.** If the sole Beneficiary is your surviving spouse, the remaining interest in the Contract may be distributed as follows:
 - a. Your spouse's life expectancy; or
 - b. A period no longer than the end of the tenth calendar year following your death; or
 - c. In a lump sum.

Any interest remaining after your spouse's death will be distributed no later than the end of the tenth calendar anniversary following your spouse's death:

The amount to be distributed each year if you died on or after the Required Beginning Date, beginning with the calendar year following the calendar year of your death, is the quotient obtained by dividing the value of the IRA as of December 31 of the preceding year by the applicable remaining life expectancy specified above.

- b. **Death Before Required Beginning Date.** If you die before distribution of your interest in the Contract has begun, your entire interest will be distributed as follows:

1. **No Beneficiary or Non-Spouse Beneficiary.** If the Beneficiary is someone other than your surviving spouse, your entire interest in the Contract will be distributed no later than the end of the tenth calendar year following your death.

If this rider is attached to an inherited IRA within the meaning of IRC section 408(d)(3)(C), established for a non-spouse Beneficiary by a direct trustee-to-trustee transfer from your retirement plan under section 402(c)(11), the distributions to the Beneficiary will be paid as noted above, if the transfer is made no later than December 31 of the calendar year immediately following the calendar year in which you died.

2. Surviving Spouse Beneficiary. If your Beneficiary is your surviving spouse, the Beneficiary may elect to receive the entire interest over:

- a. Your spouse's life; or
- b. A period not extending beyond your spouse's life expectancy;

commencing at any date on or before the later of:

- a. December 31 of the calendar year immediately following the calendar year in which you died; and
- b. December 31 of the calendar year in which you would have attained age 73.

Such election by your surviving spouse must be: (1) irrevocable; and (2) made no later than the earlier of:

- a. December 31 of the calendar year containing the tenth anniversary of your death; and
- b. The date distributions are required to begin pursuant to IRC section 401(a)(9).

If your surviving spouse dies after distributions begin, any remaining interest will be distributed no later than the end of the tenth calendar year following your spouse's death.

Your surviving spouse may elect to receive distributions under the ten-year rule, under which your entire interest in the Contract will be paid by December 31 of the calendar year containing the tenth anniversary of your death.

If your surviving spouse dies before distributions begin, the limitations with respect to required distribution upon the Owner's death (without regard to the "Surviving Spouse Beneficiary" section) will be applied as if your surviving spouse were the Owner.

Life expectancy with respect to required distribution upon the Owner's death is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Beneficiary, such spouse's remaining life expectancy is the number in the Single Life Table corresponding to such spouse's age. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age or your age in the year specified above and reduced by 1 for each subsequent year.

Distributions to you of your interest in the Contract are considered to have begun:

- a. If payments are made on account of your reaching your Required Beginning Date; or
- b. If prior to the Required Beginning Date, payments irrevocably commence to you over a period permitted and in an annuity form acceptable under IRC section 401(a)(9).

If you die after you elect to receive distributions and before you receive any payments under the Contract, the payments will be modified as necessary to comply with the requirements of IRC sections 401(a)(9) and 408(b)(3).

If the sole Beneficiary is your surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a Beneficiary.

11. **Annual Calendar Year Reports.** We will furnish annual calendar year reports concerning the status of the Contract.
12. **Amendment of This Rider.** The provisions of this rider are intended to comply with the requirements of the IRC for section 408(b) individual retirement annuity contracts. We reserve the right to amend this rider at any time when necessary to ensure continued compliance of the Contract with the requirements applicable to an individual retirement annuity under IRC section 408(b) and any successor provision.

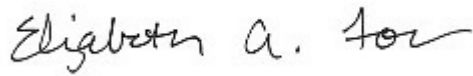
PART OF CONTRACT - This rider is part of the Contract to which it is attached. All Contract terms will apply to this rider unless they: (a) have been changed by this rider; or (b) conflict with this rider.

Standard Insurance Company

By



Daniel J. McMillan
President and CEO



Elizabeth A. Fouts
Corporate Secretary

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A Stock Life Insurance Company
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Guarantee of Principal Rider

Owner(s):	ELEANOR S MARCERON
Contract Number:	00A6600638
Annuitant(s):	ELEANOR S MARCERON
Rider Effective Date:	May 15, 2019

The Contract is amended as follows:

1. **Guarantee of Principal.** In order to provide a guarantee of principal, **Benefits Provisions** of the Contract is amended to add the following **Guarantee of Principal** section:

Guarantee of Principal

Upon Annuitization, total surrender or payment of death benefits, the sum of all payments under the Contract will result in a total payout of not less than:

- a. The total amount of premium paid; less
- b. Premium taxes.

When necessary, surrender charges will be adjusted accordingly.

2. **Rider Termination.** This rider and the benefits under it automatically terminate on the earliest of the following dates:
 - a. The date the Contract is surrendered.
 - b. The date the Contract is Annuitized.
 - c. The date the Contract is terminated.

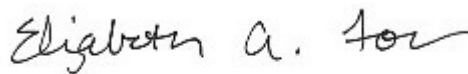
PART OF CONTRACT -- This rider is part of the Contract to which it is attached. All Contract terms will apply to this rider unless they: (a) have been changed by this rider; or (b) conflict with this rider.

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President and CEO



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Regularly Scheduled Withdrawal of Earned Interest

Waiver of Surrender Charge Rider

Owner(s):	ELEANOR S MARCERON
Contract Number:	00A6600638
Annuitant(s):	ELEANOR S MARCERON
Rider Effective Date:	May 15, 2019

The Contract is amended as follows:

1. The **Surrender Charge** provision of the **Surrender Benefits** section is amended to provide:
There will be no surrender charge on a partial surrender of earned interest only as scheduled withdrawals.

2. The **Surrender Benefits** section is amended to add the following **Partial Surrender of Earned Interest Only** provision:

Partial Surrender of Earned Interest Only

Request for Partial Surrender.

If you have not requested a partial surrender in the current Contract Year, you may request that interest earned in the current and future Contract Years be paid to you on a regular basis. You must provide us with Written Notice. No payment of less than \$100 will be made. You may later request that these payments cease by providing us Written Notice. Payment of earned interest will be paid to you in accordance with the mode of payment you elect in your approved Written Notice. If we do not approve your request for a partial surrender without surrender charges, we will not pay the surrender benefit until: (a) you are notified of our decision; and (b) you decide to proceed with payment of surrender benefits.

3. **Rider Termination.** This rider and the benefits under it automatically terminate on the earliest of the following dates:
 - a. The date the Contract is surrendered.
 - b. The date the Contract is Annuitized.
 - c. The date the Contract is terminated.

Termination of this rider will not prejudice your right to waiver of surrender charges under this rider while the rider is in force.

PART OF CONTRACT -- This rider is part of the Contract to which it is attached. All Contract terms will apply to this rider unless they: (a) have been changed by this rider; or (b) conflict with this rider.

Standard Insurance Company

By



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President and CEO



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Earned Interest Waiver of Surrender Charge Rider

Owner(s):	ELEANOR S MARCERON
Contract Number:	00A6600638
Annuitant(s):	ELEANOR S MARCERON
Rider Effective Date:	May 15, 2019
Benefit Eligibility Date:	May 15, 2020

The Contract is amended as follows:

1. The **Surrender Charge** provision of the **Surrender Benefits** section is amended to provide that there will be no surrender charge after the first Contract Year on the amount of a partial or total surrender attributable to earned interest for the 12-month period immediately preceding your request for such surrender. No payment of less than \$100 will be made.
You must provide us with Written Notice. If we do not approve your request for a partial or total surrender without surrender charges under this rider, we will not pay the surrender benefit until: (a) you are notified of our decision; and (b) you decide to proceed with payment of surrender benefits.
2. **Rider Termination.** This rider and the benefits under it automatically terminate on the earliest of the following dates:
 - a. The date the Contract is surrendered.
 - b. The date the Contract is Annuitized.
 - c. The date the Contract is terminated.

Termination of this rider will not prejudice your right to waiver of surrender charges under this rider while the rider is in force.

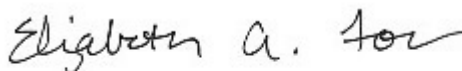
PART OF CONTRACT -- This rider is part of the Contract to which it is attached. All Contract terms will apply to this rider unless they: (a) have been changed by this rider; or (b) conflict with this rider.

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Percent of Value of the Annuity Fund Waiver of Surrender Charge Rider

Owner(s):	ELEANOR S MARCERON
Contract Number:	00A6600638
Annuitant(s):	ELEANOR S MARCERON
Rider Effective Date:	May 15, 2019
Benefit Eligibility Date:	May 15, 2020
Surrender Charge Free Percentage Of The Value Of The Annuity Fund	10.00%

The Contract is amended as follows:

1. **Surrender Charge.** The **Surrender Charge** provision of the **Surrender Benefits** section of the Contract is amended to provide that there will be no surrender charge after the first Contract Year:
 - a. On the amount of a total surrender that is equal to the surrender charge free percentage of the value of the annuity fund shown above at the time of the total surrender, provided the total surrender is the first surrender during the Contract Year.
 - b. On the amount of:
 - 1) A partial surrender; or
 - 2) A total surrender during a Contract Year in which a previous partial surrender has been made;that, when added to all prior partial surrenders in the current Contract Year, is equal to or less than the surrender charge free percentage of the value of the annuity fund shown above at the end of the preceding Contract Year.

With respect to a partial surrender, you are not eligible for the waiver of surrender charge feature under this rider during any Contract Year in which you are scheduled to receive any other regularly scheduled partial surrender.

During any Contract Year in which you use the waiver of surrender charge feature under this rider, you will not be eligible for a subsequent waiver of surrender charge privilege for any other regularly scheduled partial surrender.

You must provide us with Written Notice. If we do not approve your request for a partial surrender or total surrender without surrender charges, we will not pay the surrender benefit until: (a) we provide you with Written Notice of our decision; and (b) you decide to proceed with payment of surrender benefits.

2. **Rider Termination.** This rider and the benefits under it automatically terminate on the earliest of the following dates:
 - a. The date the Contract is surrendered.
 - b. The date the Contract is Annuitized.
 - c. The date the Contract is terminated.

Termination of this rider will not prejudice your right to waiver of surrender charges under this rider while the rider is in force.

PART OF CONTRACT -- This rider is part of the Contract to which it is attached. All Contract terms will apply to this rider unless they: (a) have been changed by this rider; or (b) conflict with this rider.

Standard Insurance Company

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SPECIMEN



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Terminal Condition Benefit Waiver of Surrender Charge Rider

The waiver of surrender charges due to a covered terminal condition under this rider may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. You should consult your personal tax and/or legal advisor before you request a waiver of surrender charge under this rider.

Owner(s):	ELEANOR S MARCERON
Contract Number:	00A6600638
Annuitant(s):	ELEANOR S MARCERON
Rider Effective Date:	May 15, 2019
Benefit Eligibility Date:	May 15, 2020

The Contract is amended as follows:

1. The **Definitions** section of the policy is amended to add the following definition:

Physician.

A licensed M.D. or D.O. acting within the scope of the license. Physician does not include: (a) you or your spouse; or (b) the brother, sister, parent, or child of either you or your spouse.

2. The **Benefit Provisions** section is amended to add the following provision:

Waiver of Surrender Charge Terminal Condition Benefit

Surrender Charge Waiver.

After the first Contract Year and while the Contract is in force, you may request a partial or total surrender of the value of the annuity fund without surrender charges if you provide proof satisfactory to us that:

1. You have a terminal condition as a result of an illness or physical condition that is reasonably expected to result in death within 12 months; and
2. The initial diagnosis of the terminal condition occurs after the Rider Effective Date.

Proof satisfactory to us includes a written statement from a Physician verifying 1 and 2 above. If we do not approve your request for a partial or total surrender without surrender charges, we will not pay the surrender benefit until: (a) you are notified of our decision; and (b) you decide to proceed with payment of surrender benefits.

3. **Rider Termination.** This rider and the benefits under it automatically terminate on the earliest of the following dates:
 - a. The date the Contract is surrendered.
 - b. The date the Contract is Annuitized.
 - c. The date the Contract is terminated.

Termination of this rider will not prejudice your right to waiver of surrender charges under this rider while the rider is in force.

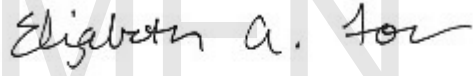
PART OF CONTRACT -- This rider is part of the Contract to which it is attached. All Contract terms will apply to this rider unless they: (a) have been changed by this rider; or (b) conflict with this rider.

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Nursing Home Confinement Benefit Waiver of Surrender Charge Rider

The waiver of surrender charges due to a covered nursing home confinement under this rider may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. You should consult your personal tax and/or legal advisor before you request a waiver of surrender charges under this rider.

Owner(s):	ELEANOR S MARCERON
Contract Number:	00A6600638
Annuitant(s):	ELEANOR S MARCERON
Rider Effective Date:	May 15, 2019
Benefit Eligibility Date:	May 15, 2020

The Contract is amended as follows:

1. The **Definitions** section of the policy is amended to add the following definitions:

Nurse.

A (a) registered nurse (RN); (b) licensed practical nurse (LPN); or (c) licensed vocational nurse (LVN); licensed in the state in which the Nursing Home is doing business.

Nursing Home.

A facility or part of a facility (such as a hospital or other clinical institution) that:

1. Has as its main function providing skilled, intermediate, or custodial care;
2. Is operated and licensed as a skilled nursing home or intermediate care facility according to the laws of the state in which it is doing business;
3. Provides 24-hour per day nursing care to at least three persons by, or supervised by, a Nurse on duty or on-call at all times;
4. Is supervised by a Physician; and
5. Keeps an ongoing medical record of each patient in accordance with generally-accepted professional standards and practices.

Nursing Home does not include a place used primarily for: (a) rest; or (b) day care. Nursing Home also does not include: (a) retirement homes or community living centers; (b) homes for the aged; and (c) assisted living facilities; and (d) facilities primarily affording custodial, educational or rehabilitative care.

Physician.

A licensed M.D. or D.O. acting within the scope of the license. Physician does not include: (a) you or your spouse; or (b) the brother, sister, parent, or child of either you or your spouse.

2. The **Benefit Provisions** section is amended to add the following provision:

Waiver of Surrender Charge Nursing Home Benefit

Surrender Charge Waiver.

After the first Contract Year and while the Contract is in force, you may request a partial or total surrender of the value of the annuity fund without surrender charges if you provide proof satisfactory to us that:

1. You are confined in a Nursing Home and have been continuously confined in the Nursing Home for at least 30 consecutive days just prior to your request; and
2. Your confinement in the Nursing Home began after the Rider Effective Date.

Proof satisfactory to us includes a written statement from a director or manager of the Nursing Home verifying 1 and 2 above. If we do not approve your request for a partial or total surrender without surrender charges, we will not pay the surrender benefit until: (a) you are notified of our decision; and (b) you decide to proceed with payment of surrender benefits.

3. **Rider Termination.** This rider and the benefits under it automatically terminate on the earliest of the following dates:
- a. The date the Contract is surrendered.
 - b. The date the Contract is Annuitized.
 - c. The date the Contract is terminated.

Termination of this rider will not prejudice your right to waiver of surrender charges under this rider while the rider is in force.

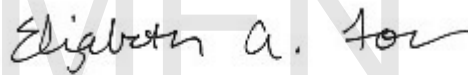
PART OF CONTRACT -- This rider is part of the Contract to which it is attached. All Contract terms will apply to this rider unless they: (a) have been changed by this rider; or (b) conflict with this rider.

Standard Insurance Company

By



Daniel J. McMillan
President and CEO



Elizabeth A. Fouts
Corporate Secretary

Standard Insurance Company

A Stock Life Insurance Company
1100 SW Sixth Avenue
Portland OR 97204
(800) 247-6888

Death Benefit Waiver of Surrender Charge Rider

Owner(s):	ELEANOR S MARCERON
Contract Number:	00A6600638
Annuitant(s):	ELEANOR S MARCERON
Rider Effective Date:	May 15, 2019

The Contract is amended as follows:

- 1. Death Benefit Waiver of Surrender Charge.** The **Surrender Benefits** section and the **Death Benefits** section of the Contract are amended to provide that there will be no surrender charge on payment of a death benefit under the Contract.
- 2. Rider Termination.** This rider and the benefits under it automatically terminate on the earliest of the following dates:
 - a. The date the Contract is surrendered.
 - b. The date the Contract is Annuitized.
 - c. The date the Contract is terminated.

Termination of this rider will not prejudice your right to waiver of surrender charges under this rider while the rider is in force.

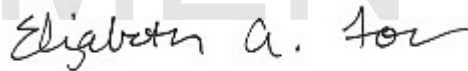
PART OF CONTRACT -- This rider is part of the Contract to which it is attached. All Contract terms will apply to this rider unless they: (a) have been changed by this rider; or (b) conflict with this rider.

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403(b) Annuity - Non-ERISA Tax-Sheltered Annuity Rider

Owner(s):	ELEANOR S MARCERON
Contract Number:	00A6600638
Annuitant(s):	ELEANOR S MARCERON
Rider Effective Date:	May 15, 2019

The Contract is amended to qualify as a tax-sheltered annuity under: (a) section 403(b) of the Internal Revenue Code of 1986, as amended; and (b) applicable regulations, interpretive bulletins and case law; (the "IRC"). All provisions of the Contract and this rider will be interpreted in accordance with qualification as a tax-sheltered annuity under IRC section 403(b) which is not subject to the requirements of the Employee Retirement Income Security Act of 1974, as amended, and applicable regulations ("ERISA").

The terms of the Contract are amended as follows:

- 1. Owner/Annuitant.** Except as otherwise permitted by the IRC: (a) the Owner of the Contract; and (b) the Annuitant; must be the same person. You and your mean the Owner/Annuitant. You must be the sole Owner of the Contract and must be: (a) a participant in the Plan Sponsor's retirement plan (an employee or former employee of the Plan Sponsor); or (b) any other person permitted under IRC section 403(b)(1)(A). The Owner and Annuitant cannot be changed, except as otherwise permitted under applicable federal law.
- 2. Plan Sponsor.** The Plan Sponsor is: (a) your employer or former employer; and (b) an organization described in IRC section 403(b)(1)(A) for whose benefit the organization established an annuity program under IRC section 403(b) under which the Contract is purchased.
- 3. Plan Administrator.** The Plan Administrator is: (a) the Plan Sponsor; or (b) the person(s) designated by the Plan Sponsor under the terms of the Plan Sponsor's retirement plan. We are not the Plan Administrator.
- 4. Plan.** The Plan is the plan created and maintained by the Plan Sponsor under section 403(b) of the IRC and in which you are a participant. Your ability to exercise rights under the Contract is subject to the terms of the Plan. You and the Plan Administrator are responsible for ensuring that any elections you make under the Contract are in accordance with the terms the Plan. Therefore, you should contact your Plan Administrator before exercising any rights you may have under the Contract to ensure that your actions are in accordance with the terms of the Plan. You and the Plan Administrator must comply with applicable IRC provisions to prevent: (a) loss of the advantages of tax deferral; and (b) tax penalties.
- 5. Conflict.** The IRC governs if there is any conflict of terms or provisions of: (a) this rider; (b) the Contract; and (c) applicable IRC sections.

6. **Exclusive Benefit.** The Contract is established for the exclusive benefit of you and your Beneficiary.
7. **Nontransferable and Nonforfeitable.** Your interest in the Contract is: (a) nontransferable (within the meaning of IRC section 401(g)); and (b) nonforfeitable (except for failure to pay future premiums). In particular, except as permitted by the IRC, the Contract may not be sold, assigned, discounted, or pledged:
 - a. As collateral for a loan;
 - b. As security for the performance of any obligation; or
 - c. For any other purpose;

to any person other than us.

Special rules may apply in the case of a transfer to an alternate payee under the terms of a Qualified Domestic Relations Order as defined in IRC section 414(p) (“QDRO”).

8. **Premiums.** Except as otherwise provided under the IRC, all premium payments under the Contract will be in accordance with this section.

- a. **Premium Payments.** All premium payments must be paid:

1. On your behalf by an organization described in IRC section 403(b)(1)(A);
2. As a rollover contribution permitted under IRC sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), and 457(e)(16); or
3. As a nontaxable transfer or exchange from:
 - a) Another contract qualifying under IRC section 403(b); or
 - b) A custodial account qualifying under IRC section 403(b)(7).

Premiums must consist only of amounts that are not subject to the requirements of ERISA.

Premiums, including those made as a rollover contribution or nontaxable transfer, may not consist of after-tax amounts.

Premium payments made pursuant to a salary reduction agreement shall not exceed the limits set forth in:

1. IRC section 402(g), except as permitted under IRC section 414(v) if applicable; and
 2. IRC sections 403(b) and 415, as applicable.
- b. **Excess Premiums.** To the extent premium payments are in excess of the amounts permitted under IRC sections 402(g), 403(b), 414(v), or 415, we may distribute amounts equal to such excess as permitted by sections 402(g)(2) (pertaining to excess elective deferrals), 401(m)(6) (pertaining to excess aggregate contributions), or other federal tax law.
 - c. **Single Premium Annuity.** If this rider is attached to a single premium annuity, premiums will not be accepted beyond: (a) the basic annuity premium; and (b) any additional period following the Contract Effective Date during which premium is allowed. Any and all premium is subject to limits and exclusions noted above.

9. **Required Beginning Date.** Except as otherwise provided by the IRC, the term “Required Beginning Date” as used in this rider means April 1 of the calendar year following the later of:
- a. The calendar year in which you attain age 73; and
 - b. The calendar year in which you retire from employment with the Plan Sponsor;

or such later date as provided by law.

However, unless your interest in the Contract is on account of your participation in:

- a. A governmental plan as defined in IRC section 414(d); or
- b. A church plan as defined in IRC section 401(a)(9)(C);

if you are a 5-percent owner (as defined in IRC section 416) of the Plan Sponsor, your Required Beginning Date is April 1 of the calendar year following the calendar year in which you attain age 73. Unless otherwise permitted by the IRC, your entire interest in the Contract will be distributed or commence to be distributed no later than the Required Beginning Date. The provisions of this rider reflecting these requirements override any payment option, surrender option, or other distribution method that is inconsistent with such requirements.

10. **Waiver Of Surrender Charge.** There will be no surrender charge on the amount of a surrender required under applicable IRC required minimum distribution rules and regulations.
11. **Loans.** If the Plan Sponsor permits, you may be eligible to take loans from the Contract. A loan is an amount you borrow under the Contract. All Loans are subject to: (a) the requirements and limitations of IRC section 72(p); (b) the procedures established by us; (c) the terms and conditions set forth in the Plan; (d) your Plan Sponsor’s approval; and (e) the terms and conditions of the loan repayment agreement to be completed by you. The value of the annuity fund will include a reduction of: (a) the amount of the outstanding balance of your Loan; and (b) interest thereon.
12. **Distributions.** Except as otherwise provided under federal tax law, all payments of distributions under the Contract will be in accordance with this section.
- a. **Distributions Attributable to Salary Reduction Contributions.** Any amounts in the Contract attributable to: (a) contributions made after December 31, 1988, pursuant to a salary reduction agreement; and (b) the interest, gains, or earnings on such contributions and on amounts held on December 31, 1988; will not be distributed unless you have:
 1. Reached age 59½;
 2. Had a severance from employment;
 3. Died;
 4. Become disabled (within the meaning of IRC section 72(m)(7)); or
 5. Incurred a hardship (in accordance with IRC section 403(b)(11) and as provided by us);

provided that:

1. Amounts permitted to be distributed as a hardship distribution shall be limited to actual salary reduction contributions (excluding any interest, gains, or earnings thereon); and
2. Amounts may be distributed pursuant to a QDRO to the extent permitted by federal tax law.

- b. **Hardship Distributions.** If the Plan Sponsor permits, you may be eligible to take hardship distributions from your Contract. Hardship distributions are subject to: (a) the requirements and limitations of IRC Treasury Regulation sections 1.403(b)-6(d) and 1.401(k)-1(d)(3); (b) the procedures established by us; (c) the terms and conditions set forth in the Plan; and (d) your Plan Sponsor's approval.
- c. **Required Distributions Generally.** Your Contract is subject to the minimum distribution rules set forth in IRC section 401(a)(9), as required by IRC section 403(b)(10) and Treasury Regulation section 1.403(b)-6(e). The provisions of this rider reflecting these requirements override any payment option, surrender option, or other distribution method that is inconsistent with such requirements.

Payments must be made in periodic payments at intervals of no longer than one year. In addition, payments must be either non-increasing or may increase only as provided in federal tax law.

- d. **Annuity Benefits.** If you elect to receive your benefits in the form of annuity benefits, the payment option will be computed in order to comply with the requirements of IRC section 401(a)(9) and IRC Treasury Regulation section 1.401(a)(9)-6. If a guaranteed period of payments is selected under a payment option, the length of the period must not exceed the period permitted under Q&A-3 of IRC Treasury Regulation section 1.401(a)(9)-6 (except as otherwise provided by federal tax law).

13. **Payment of Distributions.** For you to receive any distribution from your Contract, we must receive a Written Notice of the amount you wish surrendered, subject to the following:

- a. The amount of the partial surrender must be at least \$500; and
- b. The balance in your annuity fund after the distribution must be at least \$1,000.

14. **Death Benefits.** Payment of death benefits under the Contract will be in accordance with IRC section 401(a)(9) and this section.

- a. **Death On or After Required Beginning Date.** Unless otherwise permitted under federal tax law, if you die after distribution of your interest in the Contract has begun, the remaining portion of your interest in the Contract (if any) will be distributed no later than the end of the tenth calendar year following your death for a non-spouse Beneficiary. If the Beneficiary is your surviving spouse, distributions will be as rapidly as under the method of payment being used as of the date of your death.
- b. **Death Before Required Beginning Date.** Unless otherwise permitted under federal tax law, if you die before distribution of your interest in the Contract has begun, your entire interest will be distributed as follows:
 - 1. **No Beneficiary or Non-Spouse Beneficiary.** If the Beneficiary is someone other than your surviving spouse, your entire interest in the Contract will be distributed no later than the end of the tenth calendar year following your death.

2. **Surviving Spousal Beneficiary.** If your Beneficiary is your surviving spouse, the Beneficiary may elect to receive the entire interest over:

- a) Your spouse's life; or
- b) A period not extending beyond your spouse's life expectancy;

commencing at any date on or before the later of:

- a) December 31 of the calendar year immediately following the calendar year in which you died; and
- b) December 31 of the calendar year in which you would have attained age 73.

Such election by your surviving spouse must be: (1) irrevocable; and (2) made no later than the earlier of:

- a) December 31 of the calendar year containing the fifth anniversary of your death; and
- b) The date distributions are required to begin pursuant to IRC section 401(a)(9).

If your surviving spouse dies after distributions begin, any remaining interest will be distributed no later than the end of the tenth calendar year following your spouse's death.

If your surviving spouse dies before distributions begin, the limitations of this item 14 (without regard to this subsection 3) will be applied as if your surviving spouse were the Owner.

Notwithstanding 1, or 2 above, if you die after you elect to receive distributions and before you receive any payments under the Contract, the payments will be modified as necessary to comply with the requirements of IRC sections 401(a)(9) and 403(b)(10).

Distributions under this section are considered to have begun:

- a. If payments are made on account of your reaching your Required Beginning Date; or
- b. If prior to the Required Beginning Date, payments irrevocably commence to you over a period permitted and in an annuity form acceptable under IRC section 401(a)(9).

15. Direct Transfers, Exchanges and Rollovers. A Distributee may elect, at the time and in the manner prescribed by the Plan Sponsor and by us, to have any portion of an eligible rollover distribution (as defined in IRC section 402(c)(4)) paid directly to another eligible retirement plan (as defined in IRC sections 403(b)(8)(A)(ii) and 402(c)(8)(B)) as a direct transfer, exchange or rollover.

The direct transfer, exchange or rollover may be made:

- a. As permitted by law, including but not limited to IRC sections 403(b)(8), 403(b)(10), 403(b)(13) and 401(a)(31), as applicable, to tax-sheltered annuity contracts; and
- b. In the case of a plan-to-plan transfer or direct rollover, as permitted by the receiving eligible retirement plan.

A distributee, within the meaning of this item 15, means:

- a. You;
- b. Your surviving spouse; or
- c. Your spouse or former spouse who is the alternate payee under a QDRO with regard to the interest of the spouse or former spouse.

In the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is:

- a. An individual retirement account; or
- b. An individual retirement annuity.

To the extent provided by federal tax law, amounts subject to distribution restrictions under the IRC may only be transferred to such a contract or account with the same or more stringent restrictions.

16. Amendment of this Rider. The provisions of this rider are intended to comply with the requirements of the IRC for section 403(b) tax-sheltered annuity contracts. We reserve the right to amend this rider at any time when necessary to assure the continued compliance of the Contract with the requirements applicable to a tax-sheltered annuity under IRC section 403(b) or any successor provision.

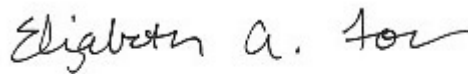
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