
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

**FORM S-3/A
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933
Pre-Effective Amendment No. 1**

BRIGHTHOUSE LIFE INSURANCE COMPANY
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

06-0566090
(I.R.S. Employer
Identification Number)

11225 North Community House Road, Charlotte, NC 28277
(212) 578-9500
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Brighthouse Life Insurance Company
c/o The Corporation Trust Company
1209 Orange Street
Corporation Trust Center
Wilmington, DE 19801
(302) 658-7581
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:
W. Thomas Conner
Vedder Price
1401 I Street NW Suite 1100
Washington, D.C. 20005

AS SOON AS PRACTICABLE FOLLOWING THE EFFECTIVENESS OF THE REGISTRATION STATEMENT
(Approximate date of commencement of proposed sale to the public)

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box:

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If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than offered only in connection with dividend or interest reinvestment plans, check the following box:

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

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Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER UNIT(1)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE	AMOUNT OF REGISTRATION FEE(2)
Individual Single Premium Deferred Index-Linked Separate Account Annuity Contract	1,000,000,000	Not applicable	\$1,000,000,000	\$115,900

- Interests are sold on a dollar for dollar basis and not on the basis of a price per share or unit.
- These securities were registered and any applicable filing fee was paid in the original filing of this registration statement. No additional securities are being registered in this pre-effective amendment no. 1.

The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to Section 8(a), may determine.

BRIGHTHOUSE SHIELD LEVEL SELECTSM 3-YEAR ANNUITY

Brighthouse Shield Level SelectSM 3-Year Annuity is an individual single premium deferred index-linked separate account annuity contract (the “Contract”) issued by Brighthouse Life Insurance Company (“BLIC”, “we” or “us”).

This Contract is available for use in connection with Non-Qualified Plans, Traditional IRAs and Roth IRAs.

BLIC is located at 11225 North Community House Road, Charlotte, NC 28277. The telephone number is 1-800-343-8496. Brighthouse Securities, LLC, 11225 North Community House Road, Charlotte, NC 28277, is the principal underwriter and distributor of the Contracts.

The Risk Factors for this Contract appear on Page 11.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved these securities or the adequacy of this prospectus. Any representation to the contrary is a criminal offense. Mutual funds, annuities and insurance products are not deposits of any bank, and are not insured or guaranteed by the Federal Deposit Insurance Corporation (the “FDIC”) or any other government agency. You may lose money invested in the Contract.

The Contracts may be distributed through broker-dealers that have relationships with banks or other financial institutions or by employees of such banks. However, the Contracts are not deposits or obligations of, or guaranteed by such institutions or any Federal regulatory agency. Investment in the Contracts involves investment risks, including possible loss of principal.

The principal underwriter of the Contract is Brighthouse Securities, LLC. The offering of the Contract is intended to be continuous.

Prospectus dated July 24, 2017

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SPECIAL TERMS

In this prospectus, the following capitalized terms have the indicated meanings:

Account Value. The total of the Fixed Account Value and the value of the Shield Option(s) under the Contract during the Accumulation Period.

Accrued Cap Rate. The portion of the Cap Rate that has accrued from the Term Start Date to any day within the Term. This is the maximum Index Performance that may be applied in calculating the Interim Value on any day prior to the Term End Date if Index Performance is greater than zero. The Accrued Cap Rate is equal to the Cap Rate multiplied by the number of days elapsed since the Term Start Date, divided by the total number of days in the Term.

Accrued Shield Rate. The portion of the Shield Rate that has accrued from the Term Start Date to any day within the Term. This is the amount that will be applied in calculating the Interim Value on any day prior to the Term End Date if Index Performance is less than zero. The Accrued Shield Rate is equal to the Shield Rate multiplied by the number of days elapsed since the Term Start Date, divided by the total number of days in the Term.

Accrued Step Rate. The portion of the Step Rate that has accrued from the Term Start Date to any day within the Term. This is the rate that will be applied in calculating the Interim Value on any day prior to the Term End Date if Index Performance is equal to or greater than zero. The Accrued Step Rate is equal to the Step Rate multiplied by the number of days elapsed since the Term Start Date, divided by the total number of days in the Term.

Accumulation Period. The period prior to the Annuity Date.

Annuitant. The natural person(s) listed on the Contract Schedule on whose life Income Payments are based. Any reference to Annuitant will also include any Joint Annuitant under an Annuity Option.

Annuity Date. A date on which you choose to begin receiving Income Payments. If we agree, you may change the Annuity Date, subject to certain requirements. If you do not choose an Annuity Date, the Annuity Date will be the Annuity Date indicated on the Contract Schedule.

Annuity Service Office. The office indicated on the Contract Schedule to which notices and requests must be sent, or as otherwise changed by Notice from us.

BLIC (“we,” “us,” “our”). Brighthouse Life Insurance Company.

Beneficiary. The person(s) or entity(ies) you name to receive a death benefit payable under the Contract upon the death of the Owner or a Joint Owner, or in certain circumstances, an Annuitant.

Brighthouse Securities. Brighthouse Securities, LLC.

Business Day. Our “business day” is generally any day the NYSE is open for regular trading. For purposes of administrative requests and transactions, a Business Day ends at 4:00 PM Eastern Standard Time. If the SEC determines the existence of emergency conditions on any day, and consequently, the NYSE does not open, then that day is not a Business Day.

Cap Rate. The maximum rate that may be credited at the Term End Date based on Index Performance. **The Cap Rate may vary between Shield Options and it is not an annual rate.**

Code. The Internal Revenue Code of 1986, as amended, and all related laws and regulations, which are in effect during the term of the Contract.

Contract. The legal agreement between you and BLIC. It contains relevant provisions of your deferred annuity.

Contract Anniversary. An anniversary of the Issue Date of the Contract.

Contract Schedule. The schedule attached to your Contract.

Contract Year. A one-year period starting on the Issue Date and on each Contract Anniversary thereafter.

Death Benefit Amount. For Owners age 76 or older at the Issue Date of the Contract, the standard death benefit is the Account Value. For Owners age 75 or younger at the Issue Date of the Contract, the standard death benefit (known as the Return of Premium death benefit) is the greater of the Account Value or your Purchase Payment (reduced proportionately by the percentage reduction in Account Value of the Shield Option(s) and the Fixed Account for each partial withdrawal (including any applicable Withdrawal Charge)). The Death Benefit Amount is determined as of the end of the Business Day on which we have received Notice of due proof of death and an acceptable election for the payment method.

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Exchange Act. Securities Exchange Act of 1934, as amended.

FDIC. Federal Deposit Insurance Corporation.

FINRA. Financial Industry Regulatory Authority.

Fixed Account. An account, if available, that consists of all of the assets under the Contract other than those in the Separate Account. You may allocate your Purchase Payment or transfer your Investment Amount to the Fixed Account. The Fixed Account is part of the General Account assets of BLIC.

Fixed Account Value. The initial Fixed Account Value is the amount of your Purchase Payment initially allocated to the Fixed Account. Thereafter, the Fixed Account Value equals: (a) the initial Fixed Account Value or the Fixed Account Value on the most recent Contract Anniversary, including any transfers, whichever is applicable; plus (b) any interest credited by us; less (c) the amount of any withdrawals including any Withdrawal Charges; and less (d) any Premium or Other Taxes, if applicable.

Free Look. If you change your mind about owning the Contract, you can cancel it within a certain time period after receiving it. This is known as a “Free Look.” Not all Contracts issued are subject to Free Look provisions under state law. We ask that you submit your request to cancel in writing, signed by you, to us (e.g., the Annuity Service Office) or to the agent who sold it. When you cancel the Contract within this Free Look period, we will not assess a Withdrawal Charge. Unless otherwise required by state law, you will receive whatever your Contract is worth on the day that we receive your cancellation request. The amount you receive may be more or less than your Purchase Payment depending upon the Shield Options you allocated your Purchase Payment to during the Free Look period. This means that you bear the risk of any decline in the Account Value of your Contract during the Free Look period. We do not refund any charges or deductions assessed during the Free Look period. In certain states, we are required to give back your Purchase Payment if you decide to cancel your Contract during the Free Look period.

Free Withdrawal Amount. The Free Withdrawal Amount in the first Contract Year is zero. Thereafter, the Free Withdrawal Amount each Contract Year is equal to 10% of your Account Value as of the prior Contract Anniversary, less the total amount withdrawn from the Account Value in the current Contract Year. The Free Withdrawal Amount is non-cumulative and is not carried over to other Contract Years.

General Account. Comprised of BLIC’s assets, other than assets in any separate accounts it may maintain.

Good Order. A request or transaction generally is considered in “Good Order” if it complies with our administrative procedures and the required information is complete and accurate. A request or transaction may be rejected or delayed if not in Good Order. Good Order generally means the actual receipt by us of the instructions relating to the requested transaction in writing (or, when permitted, by telephone) along with all forms, information and supporting legal documentation necessary to effect the transaction. This information and documentation generally includes to the extent applicable to the transaction: your completed application; your contract number; the transaction amount (in dollars or percentage terms); the names and allocations to and/or from the Shield Options, or the Fixed Account if applicable, affected by the requested transaction; the signatures of all Contract Owners (exactly as indicated on the contract), if necessary; Social Security Number or Tax I.D.; and any other information or supporting documentation that we may require, including any spousal or Joint Owner’s consents. With respect to purchase payments, Good Order also generally includes receipt by us of sufficient funds to effect the purchase. We may, in our sole discretion, determine whether any particular transaction request is in Good Order, and we reserve the right to change or waive any Good Order requirement at any time. If you have any questions, you should contact us or your sales representative before submitting the form or request.

Income Payments. A series of payments made by us during the Income Period, which we guarantee as to dollar amount.

Income Period. A period starting on the Annuity Date during which Income Payments are payable.

Index (Indices). We currently offer Shield Options with indices based on the performance of securities. In the future we may offer Shield Options based on other types of Indices. We may also add other indices for new Contracts at our discretion.

Index Performance. The percentage change in the Index Value measured from the Term Start Date to any day, including the Term End Date, within the Term. Index Performance can be positive, zero or negative.

Index Value. The Index Value of an Index, on a Business Day, is the published closing value of the Index on that Business Day. The Index Value on any day that is not a Business Day is the value as of the prior Business Day.

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Interest Rate Term. The length of time over which the current Fixed Account interest rate is guaranteed. No Interest Rate Term will extend beyond the Annuity Date. The minimum Interest Rate Term depends on the date your Contract is issued but will not be less than one (1) year.

Interest Rate Term End Date. The Contract Anniversary on which an Interest Rate Term ends.

Interest Rate Term Start Date. The Contract Anniversary on which an Interest Rate Term is established. If chosen at issue, the initial Interest Rate Term Start Date begins on the Issue Date or otherwise it will begin on the first Contract Anniversary in which you make the allocation to the Fixed Account.

Interim Value. For each Shield Option, the value we assign on any Business Day prior to the Term End Date. During the Transfer Period, the Interim Value of each Shield Option will equal the Investment Amount in that Shield Option. After the Transfer Period, the Interim Value of that Shield Option is equal to the Investment Amount in the Shield Option, adjusted for the Index Performance of the associated Index and subject to the applicable Accrued Shield Rate, Accrued Cap Rate or Accrued Step Rate. The Interim Value is the amount that is available for annuitization, death benefits, withdrawals and Surrenders.

Investment Amount. The Investment Amount, for each Shield Option, is the amount that is allocated to the Shield Option and subsequently reflects all withdrawals and adjustments at the Term End Date. The Investment Amount will be reduced for any withdrawal by the same percentage that the withdrawal reduces the Interim Value attributable to that Shield Option.

Issue Date. The date the Contract is issued.

Joint Annuitant. If there is more than one Annuitant, each Annuitant will be a Joint Annuitant of the Contract.

Joint Owner. If there is more than one Owner, each Owner will be a Joint Owner of the Contract. Joint Owners are limited to natural persons.

Maturity Date. The Maturity Date is specified in your Contract and is the first day of the calendar month following the Annuitant's 90th birthday or 10 years from the date we issue your Contract, whichever is later. The Contract will be annuitized at the Maturity Date.

Minimum Account Value. \$2,000. If your Account Value falls below the Minimum Account Value as a result of a withdrawal we will treat the withdrawal request as a request for a full withdrawal.

Minimum Allocation. \$500.

Minimum Guaranteed Cap Rate. The actual Minimum Guaranteed Cap Rate for your Contract is the amount shown on your Contract Schedule but will not be less than 2% for Shield Options with a 1-Year Term and 6% for Shield Options with a 3-Year Term.

Minimum Guaranteed Interest Rate. The current Minimum Guaranteed Interest Rate will not be less than 1%. This interest rate is guaranteed to be a rate not less than the minimum interest rate allowed by state law—see Appendix D. The actual Minimum Guaranteed Interest Rate for your Contract is the amount shown on your Contract Schedule and applies only to amounts in the Fixed Account.

Minimum Guaranteed Step Rate. The actual Minimum Guaranteed Step Rate for your Contract is the amount shown on your Contract Schedule but will not be less than 1.5%.

Minimum Partial Withdrawal Amount. \$500.

Notice. Any form of communication providing information we need, either in a signed writing or another manner that we approve in advance. All Notices to us must be sent to our Annuity Service Office and received in Good Order. To be effective for a Business Day, a Notice must be received in Good Order prior to the end of that Business Day.

NYSE. New York Stock Exchange.

Owner (“you”, “yours”). The person(s) entitled to the ownership rights under the Contract. Subject to our administrative procedures, we may also permit ownership by a corporation (a type of non-natural person) or certain other legal entities. If Joint Owners are named, all references to Owner shall mean Joint Owners.

Performance Rate. The rate credited at the Term End Date. The Performance Rate is based on the Index Performance, adjusted for the applicable Shield Rate, Cap Rate or Step Rate. The Performance Rate can be positive, zero or negative. At the end of the Term, any increase or reduction in the Investment Amount in a particular Shield Option is determined by multiplying the Performance Rate by the Investment Amount of the Shield Option on the last day of the Term.

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Performance Rate Adjustment. The adjustment made to the Investment Amount for each Shield Option on any day during the Term, up to, and including, the Term End Date. Prior to the Term End Date, this adjustment is based on the Index Performance of the associated Index for a particular Term, subject to any applicable Accrued Shield Rate, Accrued Cap Rate or Accrued Step Rate. On the Term End Date, this adjustment is based on the Performance Rate. This adjustment can be positive, zero or negative. When the Performance Rate Adjustment is positive we may also refer to this adjustment as “earnings.” When the Performance Rate Adjustment is negative we may also refer to this adjustment as “losses.”

Premium Tax. The amount of tax, if any, charged by the state or municipality.

Purchase Payment. The amount paid to us under the Contract as consideration for the benefits it provides.

Rate Crediting Type. Either the Cap Rate or the Step Rate.

RMD. Required Minimum Distribution.

SEC. Securities and Exchange Commission.

Securities Indices. Indices based on the performance of securities.

Separate Account. The separate account is Brighthouse Separate Account SA.

Shield 10. The Contract offers downside protection through the Shield 10, which is a Shield Rate where negative Index Performance of up to 10% of your Investment Amount is absorbed by us at the Term End Date, which would leave you to absorb any remaining negative Index Performance of up to 90% of your Investment Amount.

Shield 15. The Contract offers downside protection through the Shield 15, which is a Shield Rate where negative Index Performance of up to 15% of your Investment Amount is absorbed by us at the Term End Date, which would leave you to absorb any remaining negative Index Performance of up to 85% of your Investment Amount.

Shield Rate. The amount of any negative Index Performance that is absorbed by us at the Term End Date. Any negative Index Performance beyond the Shield Rate will reduce the Investment Amount associated with the Shield Option. **The Shield Rate may vary between Shield Options and it is not an annual rate.** We currently offer the following Shield Rates: Shield 10 and Shield 15.

Shield Option. You may allocate your Purchase Payment or transfer your Investment Amount to one or more of the available Shield Options. Each Shield Option has an associated Term, Index, Shield Rate and either a Cap Rate or Step Rate.

Step Rate. The rate credited at the Term End Date if the Index Performance is equal to or greater than zero. **The Step Rate may vary between Shield Options and it is not an annual rate.**

Surrender. A full withdrawal of your Account Value.

Term. The Term is the number of years that the Shield Option is in effect. We currently offer Terms of 1 year and 3 year. The Initial Term(s) begin on the Issue Date.

Term End Date. The Contract Anniversary on which a Shield Option ends.

Term Start Date. The Contract Anniversary on which a Shield Option is established. The initial Term Start Date begins on the Issue Date, and thereafter, will be the Contract Anniversary coinciding with the term duration of the current Term you have selected.

Transfer Period. The five (5) calendar days following the Contract Anniversary coinciding with the Term End Date for each applicable Shield Option and/or the Interest Rate Term End Date for the Fixed Account, during the Accumulation Period.

Withdrawal Charge. A charge applied to the percentage of the amount withdrawn from your Account Value in a Contract Year in excess of the Free Withdrawal Amount.

SUMMARY

The Brighthouse Shield Level SelectSM 3-Year Annuity is an individual single premium deferred index-linked separate account annuity contract (the “Contract”) issued by BLIC, that provides for the potential accumulation of retirement savings. The Contract is intended for retirement or other long term investment purposes.

The Contract offers various Shield Options, which permit Owners to potentially receive interest equal to the percentage returns of certain Securities Indices, up to a Cap Rate or Step Rate, with certain guarantees against negative returns—guarantees we call “Shield Rates.” We currently offer Shield Options based on Securities Indices. Additionally, each Shield Option has an associated Term of 1 or 3 years in length, a Shield Rate (Shield 10 or Shield 15) and Rate Crediting Type (Cap Rate or Step Rate). For each Shield Option, you select the Term, the Shield Rate and which Securities Index you want the performance of your Contract to be based on. If you select a 1-Year Term, you may also select whether you want your Contract performance based on the Cap Rate or Step Rate. A Fixed Account that guarantees a fixed rate of interest may also be available. **Unless you allocate your Purchase Payment to the Fixed Account, you may lose money by investing in the Contract.**

The Cap Rate and Step Rate (each, a “Rate Crediting Type”) are the two ways we offer that you can potentially receive interest based on the upside performance of an Index. The Cap Rate is the maximum rate that may be credited at the Term End Date based on Index Performance and the Step Rate is the rate credited at the Term End Date if the Index Performance is equal to or greater than zero.

You may withdraw a portion or all of your Account Value at any time until you commence receiving Income Payments, subject to an adjustment to the Investment Amounts. Depending on the performance of the Indices you choose, this adjustment may be substantial. Withdrawal Charges may also apply.

The Contract is available only in those states where it has been approved for sale.

When you purchase the Contract, If you are age 76 or older at the Issue Date of the Contract, the standard death benefit is the Account Value. For Owners age 75 or younger at the Issue Date of the Contract, the standard death benefit (known as the Return of Premium death benefit) will be the greater of your (i) Account Value or (ii) Purchase Payment, reduced proportionately by the percentage reduction in Account Value of the Shield Option(s) and the Fixed Account for each partial withdrawal (including any applicable Withdrawal Charge).

Like all annuity contracts the Contract offers a range of annuity options, which provide Income Payments for your lifetime.

See “SPECIAL TERMS” in this prospectus for more detailed explanations of the terms associated with the Shield Options.

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The following chart describes the key features of the Contract. Please read this prospectus for more detailed information about the Contract.

Key Features of the Contract

Contract	Individual single premium deferred index-linked separate account annuity contract.
Purchase Payment	The minimum Purchase Payment: \$25,000. Prior approval required for a Purchase Payment of less than \$25,000 or \$1,000,000 or more.
Owner and Annuitant Issue Ages	0-85
Contract Periods	The Contract has two periods: <ul style="list-style-type: none">• The Accumulation Period, the period prior to the Annuity Date; and• The Income Period, which begins on the Annuity Date and during which Income Payments are provided.
Account Value	The total of the Fixed Account Value and the value of the Shield Option(s) under the Contract during the Accumulation Period.
Shield Option	Each Shield Option has an associated Term, Index, Shield Rate and Rate Crediting Type.
Term	The Term may be 1 or 3 years in length.
Index	The current Indices are as follows: <ul style="list-style-type: none">• S&P 500® Index (Price Return Index);• Russell 2000® Index (Price Return Index); and• MSCI EAFE Index (Price Return Index).
Shield Rate	We currently offer different levels of protection at maturity: Shield 10 — A Shield Rate where negative Index Performance of up to 10% of your Investment Amount is absorbed by us at the Term End Date, which would leave you to absorb any remaining negative Index Performance of up to 90% of your Investment Amount. Shield 15 — A Shield Rate where negative Index Performance of up to 15% of your Investment Amount is absorbed by us at the Term End Date, which would leave you to absorb any remaining negative Index Performance of up to 85% of your Investment Amount.
Rate Crediting Type	A Shield Option can only have one associated Rate Crediting Type: either a Cap Rate or a Step Rate.
Interim Value	For each Shield Option, the value we assign on any Business Day prior to the Term End Date. The Interim Value of a Shield Option is equal to the Investment Amount in the Shield Option, adjusted for the Index Performance of the associated Index and subject to the applicable Accrued Shield Rate, Accrued Cap Rate or Accrued Step Rate.
Transfers	During the Accumulation Period you may make transfers to the Fixed Account and/or to new Shield Option(s) during the Transfer Period. The effective date of such transfer is the first day of the Interest Rate Term and/or the Term(s) in which the transfer is made.
Fixed Account	See Appendix D.
Access to Your Money	You may withdraw some or all of your money at any time prior to the Annuity Date. For any withdrawal, a Performance Rate Adjustment, as of the date of the withdrawal, will apply. In addition, a withdrawal taken in excess of the Free Withdrawal Amount may be subject to a Withdrawal Charge.

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<p>Withdrawal Charge</p>	<p>A percentage charge applied to withdrawals in excess of the Free Withdrawal Amount.</p> <p>The Withdrawal Charge is calculated at the time of each withdrawal in accordance with the following:</p> <table border="1" data-bbox="799 226 1305 436"> <thead> <tr> <th data-bbox="799 226 1050 309">Number of Complete Contract Years since Issue Date</th> <th data-bbox="1050 226 1305 309">Withdrawal Charge percentage</th> </tr> </thead> <tbody> <tr> <td data-bbox="799 309 1050 342">0</td> <td data-bbox="1050 309 1305 342">6%</td> </tr> <tr> <td data-bbox="799 342 1050 376">1</td> <td data-bbox="1050 342 1305 376">6%</td> </tr> <tr> <td data-bbox="799 376 1050 409">2</td> <td data-bbox="1050 376 1305 409">5%</td> </tr> <tr> <td data-bbox="799 409 1050 436">3 or more</td> <td data-bbox="1050 409 1305 436">0%</td> </tr> </tbody> </table> <p>See “WITHDRAWAL PROVISIONS — When No Withdrawal Charge Applies” for a list of Withdrawal Charge waivers.</p>	Number of Complete Contract Years since Issue Date	Withdrawal Charge percentage	0	6%	1	6%	2	5%	3 or more	0%
Number of Complete Contract Years since Issue Date	Withdrawal Charge percentage										
0	6%										
1	6%										
2	5%										
3 or more	0%										
<p>Death Benefits</p>	<p>For Owners age 76 or older, at the Issue Date of the Contract, the standard death benefit is the Account Value. For Owners age 75 or younger at the Issue Date of the Contract, the standard death benefit (known as the Return of Premium death benefit) is the greater of the Account Value or your Purchase Payment (reduced proportionately by the percentage reduction in Account Value of the Shield Option(s) and the Fixed Account for each partial withdrawal (including any applicable Withdrawal Charge)). The Death Benefit Amount is determined as of the end of the Business Day on which we have received Notice of due proof of death and an acceptable election for the payment method.</p>										
<p>Annuity Options</p>	<p>You can choose an Annuity Option. After Income Payments begin, you cannot change the Annuity Option. You can choose one of the following Annuity Options on a fixed payment basis or any other Annuity Option acceptable to us:</p> <ul style="list-style-type: none"> (i) Life Annuity; (ii) Life Annuity with 10 Years of Income Payments Guaranteed; (iii) Joint and Last Survivor Annuity; and (iv) Joint and Last Survivor Annuity with 10 Years of Income Payments Guaranteed. 										
<p>Charges and Expenses</p>	<p>You will bear the following charges and expenses:</p> <ul style="list-style-type: none"> (i) Withdrawal Charges; and (ii) Premium and Other Taxes. 										
<p>Your Right to Cancel</p>	<p>You may cancel the Contract within a certain time period after receiving it by mailing or delivering the Contract to either us or the agent who sold it. This is known as a “Free Look.” Unless otherwise required by state law, we will return either your Purchase Payment or Account Value, depending on your state, and we will not deduct a Withdrawal Charge.</p>										

RISK FACTORS

The purchase of the Contract involves certain risks. You should carefully consider the following factors, in addition to the matters set forth elsewhere in the prospectus, prior to purchasing the Contract.

Risk of loss

There is a risk of substantial loss of your principal (unless you allocated your Purchase Payment to the Fixed Account) because you agree to absorb all losses that exceed the Shield Rate for the Shield Options you select under the contract. This means that if a negative Index Performance for a Shield Option you select exceeds the corresponding Shield Rate at the Term End Date, you will bear the portion of the loss that exceeds the Shield Rate.

No ownership of the underlying securities

When you purchase the Contract and allocate your Purchase Payment to a Shield Option(s), you will not be investing in the Index for the Shield Options you select or in a mutual fund or exchange traded fund that tracks the Index for the Shield Options you select. Your Performance Rate Adjustment for a Shield Option is limited by a Cap Rate or Step Rate, which means your Investment Amount will be lower than if you had invested in a mutual fund or exchange traded fund designed to track the performance of the applicable Index and the performance is greater than your Cap Rate or Step Rate.

Withdrawal Charges

You may withdraw some or all of your money at any time prior to the Annuity Date; however, any applicable Withdrawal Charge is calculated as a percentage of the amount withdrawn. After the first Contract Year, the Contract provides for a limited free access to your money, called the Free Withdrawal Amount. If you withdraw an amount that is greater than the Free Withdrawal Amount for your Contract, you may be subject to a Withdrawal Charge which will reduce the amount that is payable to you. For example, assume you make a \$100,000 Purchase Payment at Contract issue. If your Account Value is \$80,000 in the beginning of the third (3rd) Contract Year and you take a full withdrawal from your Contract, the Free Withdrawal Amount is \$8,000 (10% of \$80,000) and a Withdrawal Charge percentage of 5% is applied to the remaining amount. This is a 5% reduction of your Account Value, less the Free Withdrawal Amount (\$72,000 = \$80,000 - \$8,000). The Withdrawal Charge would be \$3,600 (5% of \$72,000). This results in a cash value of \$76,400 paid to you (\$76,400 = \$80,000 - \$3,600). If you make a withdrawal before a Term End Date, a Performance Rate Adjustment, as of the date of the withdrawal, will apply. A Performance Rate Adjustment may result in a loss that is greater than the Accrued Shield Rate when Index Performance is negative on the date of the withdrawal. Performance Rate Adjustments, at the time of the withdrawal, may decrease the amount that is payable to you.

Effect of Withdrawals, Surrender, Annuitization or Death

The method we use in calculating your Interim Value may result in an amount that is less than the amount you would receive had you held the investment until the Term End Date. If you take a withdrawal when Index Performance is negative, your remaining Investment Amount may be significantly less than if you waited to take the withdrawal when Index Performance was positive.

- If you take a withdrawal, including RMDs, your Account Value will be reduced by the amount withdrawn proportionately from your Shield Options and Fixed Account unless you tell us from which options, in which you currently have any Account Value, where the withdrawal should be taken.
- If you die (unless your Contract was issued with the Return of Premium death benefit), make a withdrawal or Surrender your Contract prior to the Term End Date, we will pay the Interim Value, which may be less than if you held the Contract until all of your Shield Options reached their Term End Dates.
- If your Contract is annuitized prior to a Term End Date, we will use the Interim Value to calculate the Income Payments you will receive based on the applicable Annuity Option. In deciding on an Annuity Date, you should take into consideration the Term End Dates of your Shield Options relative to the Annuity Date you have chosen.
- The calculation of the Interim Value will be based on Index Performance and the applicable Accrued Shield Rate, Accrued Cap Rate or Accrued Step Rate as of the date of the calculation. The Shield Rates, Cap Rates and Step Rates accrue during the Term and only reach full accrual on the last day of a Term. If negative Index Performance is constant during the Term, the Interim Value will be lower the earlier a withdrawal is

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made during the Term because the Shield Rate is accruing during this period. Also, withdrawals prior to the Term End Date, when Index Performance is positive, are subject to an Accrued Cap Rate or Accrued Step Rate based on the period those amounts were invested in the Shield Option. This means the earlier you take a withdrawal the lesser extent to which any positive Index Performance is reflected in your Account Value due to the accruing of the Cap Rate or Step Rate.

- If your Account Value falls below the Minimum Account Value as a result of a withdrawal, we may terminate your Contract.

Limitations on Transfers

You may make transfers between the Fixed Account and the Shield Option(s) only during the Transfer Period. You cannot make transfers outside the Transfer Period and you cannot transfer out of a current Shield Option to another Shield Option or the Fixed Account until the Term End Date of the current Shield Option and you cannot transfer out of the Fixed Account to a Shield Option until the Interest Rate Term End Date (which will not be less than one (1) year). In both cases, the amount transferred can only be transferred to new Shield Options or the Fixed Account and not a Shield Option you may currently have whose Term has not ended as of the date you would like to transfer such amount. This may limit your ability to react to market conditions.

In addition, you should understand that for renewals into the same Shield Option, a new Cap Rate or Step Rate, as applicable, will be declared and will go into effect on the Contract Anniversary that coincides with the beginning of the new Shield Option.

Availability of Shield Options

Your selling firm may limit the Shield Options available through that firm when your Contract is issued. Additionally, we may stop selling certain Shield Options. After the Contract is issued, there will always be at least one Shield Option available. Consequently, a particular Shield Option may not be available for you to transfer your Investment Amount or Fixed Account Value into after a Term End Date or the Interest Rate Term End Date. If the same Shield Option is no longer available at the Term End Date, the Investment Amount in the applicable Shield Option(s) will automatically transfer into the Fixed Account at the Term End Date, unless you instruct us otherwise. The amounts transferred to the Fixed Account must remain in the Fixed Account until the Interest Rate Term End Date (which, currently, will not be less than one (1) year). The Investment Amount held in the Fixed Account may earn a return that is less than the return you might have earned if those amounts were held in a Shield Option. If we exercise this right, your ability to increase your Account Value and, consequently, increase your death benefit will be limited. If the Fixed Account is not available, the Investment Amount will automatically transfer into the Shield Option with, in order of priority, the shortest Term, the highest Shield Rate and the lowest Cap Rate from the Shield Options available at the Term End Date, unless you instruct us otherwise.

An Index may be substituted

We have the right to substitute a comparable index prior to the Term End Date if any Index is discontinued or, at our sole discretion, we determine that our use of such Index should be discontinued, or if the calculation of an Index is substantially changed. We would attempt to choose a substitute index that has a similar investment objective and risk profile to the replaced index. Upon substitution of an Index, we will calculate your Index Performance on the replaced Index up until the date of substitution and the substitute Index from the date of substitution to the Term End Date. An Index substitution will not change the Shield Rate, Cap Rate or Step Rate for an existing Shield Option. The performance of the new Index may not be as good as the one that it substituted and as a result your Index Performance may have been better if there had been no substitution.

Issuing Company

No company other than BLIC has any legal responsibility to pay amounts that BLIC owes under the Contract. An Owner should look to the financial strength of BLIC for its claims-paying ability.

THE ANNUITY CONTRACT

This prospectus describes the Brighthouse Shield Level SelectSM 3-Year Annuity issued by us and describes all the material features of the Contract. The Brighthouse Shield Level SelectSM 3-Year Annuity is a contract between you as the Owner, and us, the insurance company, where you agree to make a Purchase Payment to us and we agree to make a series of Income Payments at a later date you select (the "Annuity Date").

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The Contract, like all deferred annuity contracts, has two periods: the Accumulation Period and the Income Period. During the Accumulation Period, Account Value accumulates on a tax-deferred basis and is taxed as income when you make a withdrawal. If you make a withdrawal during the Accumulation Period, we may assess a Withdrawal Charge of up to 6%. Withdrawals, depending on the amount and timing, may negatively impact the benefits and guarantees provided by your Contract. You should carefully consider whether a withdrawal under a particular circumstance will have any negative impact to your benefits or guarantees. The Income Period occurs when you or a designated payee begin receiving regular Income Payments from your Contract.

The maximum issue age for this Contract is 85.

When you purchase the Contract, you can choose one or more of the available Shield Options and the Fixed Account. A Purchase Payment applied to the Shield Options is allocated to the Separate Account. You do not share in the investment performance of assets allocated to the Separate Account. We are obligated to pay all money we owe under the Contract, including death benefits and income payments. Any such amount that exceeds the assets in the Separate Account is paid from our General Account, subject to our financial strength and claims-paying ability and our long-term ability to make such payments, and is not guaranteed by any other party. (See "THE SEPARATE ACCOUNT.")

The Contract is intended for retirement savings or other long-term investment purposes. The Contract benefits from tax deferral. Tax deferral means that you are not taxed on Account Value or appreciation on the assets in your Contract until you take money out of your Contract. Non-qualified annuity Contracts (which are not retirement plans) owned by a non-natural person such as a corporation or certain other legal entities (other than a trust that holds the Contract as an agent for a natural person), do not receive tax deferral on earnings. In addition, for any tax qualified account (e.g., an IRA), the tax deferred accrual feature is provided by the tax qualified retirement plan. Therefore, there should be reasons other than tax deferral for acquiring the Contract by a corporation, certain legal entities or within a qualified plan. (See "FEDERAL TAX CONSIDERATIONS.")

In most states, the Contract also contains a Fixed Account (contact your registered representative regarding the availability in your state). The Fixed Account is not offered by this prospectus. The Fixed Account offers an interest rate that is guaranteed by us. The minimum interest rate depends on the date your Contract is issued and is currently 1% annually. Your registered representative can tell you the current and minimum interest rates that apply. If you select the Fixed Account, your money will be placed with our other General Account assets, and the amount of money you are able to accumulate in your Contract during the Accumulation Period depends upon the total interest credited to your Contract. The Fixed Account is part of our General Account. Our General Account consists of all assets owned by us other than those in the Separate Account and our other separate accounts. We have sole discretion over the investment of assets in the General Account and the Separate Account. If you select an Annuity Option during the Income Period, payments are made from our General Account assets.

The amount of the Income Payments you receive during the Income Period from an Income Payment option will remain level for the entire Income Period, subject to the payout chosen. (See "INCOME PAYMENTS (THE INCOME PERIOD)" for more information.)

As Owner, you exercise all interests and rights under the Contract. You can change the Owner at any time, subject to our underwriting requirements. The Contract may be owned generally by Joint Owners (limited to natural persons). (See "OWNERSHIP PROVISIONS.")

Any Internal Revenue Code reference to "spouse" includes those persons who are married spouses under state law, regardless of sex.

Replacement of Contracts

Exchanges. Generally you can exchange one annuity contract for another in a tax-free exchange under Section 1035 of the Code. Before making an exchange, you should compare both annuities carefully. If you exchange another annuity for the one described in this prospectus, you might have to pay a withdrawal charge on your old annuity, and there will be a new Withdrawal Charge period for the Contract. Other charges may be higher (or lower) and the benefits may be different. Also, because we will not issue the Contract until we have received the initial premium from your existing insurance company, the issuance of the Contract may be delayed. Generally, it is not advisable to purchase a Contract as a replacement for an existing annuity contract. Before you exchange another annuity for our Contract, ask your registered representative whether the exchange would be advantageous, given the Contract features, benefits and charges.

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Exchange Programs. From time to time we may offer programs under which certain annuity contracts previously issued by us or one of our affiliates may be exchanged for the Contracts offered by this prospectus. Currently, with respect to exchanges from certain of our annuity contracts to the Contract, an existing contract is eligible for exchange if a surrender of the existing contract would not trigger a withdrawal charge. You should carefully consider whether an exchange is appropriate for you by comparing the benefits and other guarantees provided by the contract you currently own to the benefits and guarantees that would be provided by the new Contract offered by this prospectus. Then, you should compare the fees and charges of your current contract to the fees and charges of the new Contract, which may be higher than your current contract. The programs we offer will be made available on terms and conditions determined by us, and any such programs will comply with applicable law. We believe the exchanges will be tax free for Federal income tax purposes; however, you should consult your tax advisor before making any such exchange.

PURCHASE

The Contract may not be available for purchase through your broker dealer (“selling firm”) during certain periods. There are a number of reasons why the Contract periodically may not be available, including that the insurance company wants to limit the volume of sales of the Contract. You may wish to speak to your registered representative about how this may affect your purchase. For example, you may be required to submit your purchase application in Good Order prior to or on a stipulated date in order to purchase a Contract, and a delay in such process could result in your not being able to purchase a Contract. Your selling firm may offer the Contract with a lower maximum issue age for the Contract compared to what other selling firms may offer. Your selling firm may limit the Shield Options available through that firm when your Contract is issued. However, at the end of your initial Shield Option(s), you may transfer into any Shield Option(s) available under the Contract, subject to any transfer restrictions (see “TRANSFERS”). Please be aware that your registered representative may not be able to provide you information or answer questions you may have with regard to those Shield Options that your selling firm does not make available. Therefore, you may contact us directly at (800)-343-8496 or in writing at Brighthouse Life Insurance Company, Annuity Service Office, P.O. Box 10366, Des Moines, IA, 50306-0366.

Purchase Payment

A Purchase Payment is the total amount of money you give us to invest in the Contract. The Purchase Payment is due on the date the Contract is issued.

- The minimum Purchase Payment we will accept is \$25,000.
- If you want to make a Purchase Payment of less than \$25,000 or \$1,000,000 or more, you will need our prior approval.
- We reserve the right to refuse a Purchase Payment made via a personal check in excess of \$100,000. A Purchase Payment over \$100,000 may be accepted in other forms, including, but not limited to, EFT/wire transfers, certified checks, corporate checks, and checks written on financial institutions.
- We will not accept a Purchase Payment made with cash, money orders, or travelers checks.
- Corporations and other legal entities we approve, may purchase the Contract; however, we will not accept a Purchase Payment made by a corporation or other legal entity (other than a trust that holds the Contract as agent for a natural person) to fund any type of qualified or non-qualified retirement plan.

We reserve the right to reject any application.

Allocation of the Purchase Payment

You may allocate your Purchase Payment to one or more of the available Shield Options or into the Fixed Account. On your Issue Date, your Purchase Payment is allocated to the Shield Option(s) and/or the Fixed Account, as you specified on the application, unless we receive Notice of any changes from you before we have issued your Contract. All allocations must be in whole percentages that total 100% or in whole dollars. Once your Purchase Payment is allocated to the Shield Options and/or the Fixed Account, they become part of your Account Value.

SHIELD OPTIONS

The Brighthouse Shield Level SelectSM 3-Year Annuity is not a variable annuity where your account value varies based on the investment performance of the underlying portfolios you choose, rather the Shield Options offer

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potential interest based upon index performance. This potential interest—the Performance Rate Adjustment—may be a positive or negative percentage or zero. You may allocate your Purchase Payment to one or more of the available Shield Options and the Fixed Account. Based upon the Index Performance of the Index associated with the Shield Option, a Performance Rate Adjustment will be applied to the Investment Amount in that Shield Option on any day during the Term that you make a withdrawal from the Shield Option, Surrender your Contract, annuitize your Contract, a Death Benefit is paid or the Term ends. Given that Index Performance may be positive, zero or negative, your Performance Rate Adjustment may be positive, zero or negative. It is possible for you to lose a portion of the Purchase Payment and any earnings invested in the Contract. The Performance Rate Adjustment is based on a certain amount of protection against decreases in an Index Value and a limitation on potential interest based on an Index Value. The extent of the downside protection varies by the Shield Rate you select. If you access amounts in the Shield Options before the Term End Date, we will instead calculate an Interim Value on each Business Day between the Term Start Date and the Term End Date. (See “Interim Value Calculation.”)

You have the opportunity to allocate your Investment Amount to any of the Shield Options described below, subject to the requirements, limitations and procedures disclosed in the prospectus. We are not obligated to offer any one particular Shield Option and your selling firm may limit the Shield Options available through that firm when your Contract is issued. After the Contract is issued, there will always be at least one Shield Option available. Each Shield Option has an associated (i) Term, (ii) Index, (iii) Shield Rate and (iv) Rate Crediting Type you select.

The following chart lists the Shield Options (each of which is issued with a Cap Rate unless otherwise noted) currently available:

SHIELD OPTIONS	
TERM	INDEX
SHIELD 15 (up to 15% downside protection)	
3 Year	S&P 500 Index Russell 2000 Index MSCI EAFE Index
SHIELD 10 (up to 10% downside protection)	
1 Year	S&P 500® Index S&P 500® Index Step Rate Russell 2000® Index Russell 2000® Index Step Rate MSCI EAFE Index MSCI EAFE Index Step Rate
3 Year	S&P 500 Index Russell 2000 Index MSCI EAFE Index

The Indices are described in more detail below, under the heading “Indices.” For each new Shield Option we declare a new Cap Rate or a new Step Rate, as applicable, for each Term. The initial Cap Rate or Step Rate, as applicable, for each Shield Option is declared on the Issue Date. Thereafter the Cap Rate or Step Rate, as applicable, for each subsequent Shield Option is declared for each subsequent Term. See “Cap Rate” and “Step Rate”.

Please note, Shield Options with higher Shield Rates tend to have lower Cap Rates and Step Rates, as applicable, than other Shield Options that use the same Index and Term but provide lower Shield Rates. For example, a S&P 500 Index with a 3-Year Term and a Shield 15 will tend to have a Cap Rate that is lower than a S&P 500 Index with a 3-Year Term and a Shield 10.

A Shield Option will always be available; however, we reserve the right to change the duration of any new Shield Options, stop offering any of the Shield Options or suspend offering any of the Shield Options temporarily. We may also add Shield Options in the future. All Shield Options may not be available in all states.

TERM

The Term is the number of years that a Shield Option is in effect. For specific Shield Options we currently offer Terms of 1 year or 3 years. An initial Term(s) begins on the Issue Date. A Term ends and a subsequent Term begins on the Contract Anniversary coinciding with the term duration of the then current Term for the Shield Option you have selected.

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Term Start Date

Each Shield Option will have a Term Start Date, which is the Contract Anniversary on which a Shield Option is established. The initial Term Start Date(s) begins on the Issue Date, and thereafter, will be the Contract Anniversary coinciding with the duration of the Term for the Shield Option completed.

Term End Date

Each Shield Option will have a Term End Date, which is the Contract Anniversary on which a Shield Option ends. We will send you written Notice thirty (30) days in advance of the maturing Shield Options in which you are currently invested. At the Term End Date, the Investment Amount allocated to the Shield Option that has reached its Term End Date will automatically be renewed into the same Shield Option unless you instruct us to transfer such amount into a different Shield Option(s) or the Fixed Account. If the same Shield Option is no longer available at the Term End Date, the Investment Amount will automatically transfer into the Fixed Account at the Term End Date, unless you instruct us otherwise. The amounts transferred to the Fixed Account must remain in the Fixed Account until the Interest Rate Term End Date (which, currently, will not be less than one (1) year). If the Fixed Account is not available, the Investment Amount will automatically transfer into the Shield Option with, in order of priority, the shortest Term, the highest Shield Rate and the lowest Cap Rate from the Shield Options available at the Term End Date, unless you instruct us otherwise. You have the Transfer Period to notify us that you want to transfer some or all of your Investment Amount to a new Shield Option(s) or the Fixed Account. For renewals into the same Shield Option, a new Cap Rate or Step Rate, as applicable, will be declared and will go into effect on the Contract Anniversary that coincides with the beginning of the new Term in the Shield Option that just ended. The amount transferred to the new Shield Option is the Investment Amount as of the Contract Anniversary.

INDICES

The Performance Rate of a Shield Option is based on the performance of the associated Index. We currently offer Shield Options based on the performance of securities (the "Securities Indices"). In the future we may offer Shield Options based on other types of indices. We may also add or remove indices for new Contracts at our discretion.

The following Securities Indices are currently available:

S&P 500® Index (Price Return Index). The S&P 500® Index includes 500 large cap stocks from leading companies in leading industries of the U.S. economy, capturing approximately 80% coverage of U.S. equities by market capitalization. The S&P 500® Index does not include dividends declared by any of the companies in this Index.

Russell 2000® Index (Price Return Index). The Russell 2000® Index measures the performance of the small-cap segment of the U.S. equity universe. The Russell 2000 is a subset of the Russell 3000® Index representing approximately 10% of the total market capitalization of that index. It includes approximately 2000 of the smallest securities based on a combination of their market cap and current index membership. The Russell 2000® Index does not include dividends declared by any of the companies in this Index.

MSCI EAFE Index (Price Return Index). The MSCI EAFE Index (Europe, Australasia, Far East) is a free float-adjusted market capitalization index that is designed to measure the equity market performance of developed markets, excluding the US & Canada. As of the date of this prospectus the MSCI EAFE Index consists of the following 21 developed market country indices: Australia, Austria, Belgium, Denmark, Finland, France, Germany, Hong Kong, Ireland, Israel, Italy, Japan, the Netherlands, New Zealand, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, and the United Kingdom. The MSCI EAFE Index does not include dividends declared by any of the companies in this Index.

See Appendix A for important information regarding the publishers of the Indices.

Discontinuation or Substantial Change to an Index. If any Index is discontinued or, we determine that our use of such Index should be discontinued, or if the calculation of an Index is substantially changed, we may substitute a comparable index with a similar investment objective and risk profile. We will send you (i) written Notice thirty (30) days in advance of such substitution if we determine such Index should be discontinued and (ii) reasonable written Notice relative to the notice we receive under our license agreements with the publishers of the Indices if an Index is discontinued. Upon substitution of an Index, we will calculate your Index Performance on the existing Index up until the date of substitution and the substitute Index from the date of substitution to the Term End Date. The Index Performance as of the Term End Date will be equal to the return from having invested in the

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initial Index up to the substitution date and then investing in the substitute Index from the date of substitution to the Term End Date assuming no withdrawals or transfers based on the following formula: $(\text{initial Index at Index substitution date} \div \text{initial Index at Term Start Date}) \times (\text{substituted Index at Term End Date} \div \text{substituted Index at substitution date}) - 1$. An Index substitution will not change the Term, Shield Rate, Cap Rate or Step Rate for an existing Shield Option.

See Appendix B for an Index substitution Investment Amount example.

Index Value

The Index Value of an Index, on a Business Day, is the published closing value of the Index on that Business Day. The Index Value on any day that is not a Business Day is the value as of the prior Business Day. We will use consistent sources to obtain Index Values. If these sources are no longer available for specific indices, we will select an alternative published source(s) for these Index Values.

Index Performance

The Performance Rate of a Shield Option is based on the performance of an Index. Index Performance is the percentage change in an Index Value measured from the Term Start Date to any day, including the Term End Date, within the Term. The Index Performance can be positive, zero or negative.

SHIELD RATES

The Shield Rate is accrued from the Term Start Date to the Term End Date, and the full Shield Rate only applies if you hold the Shield Option until the Term End Date. The Shield Rate for each Shield Option is the amount of any negative Index Performance that is absorbed by us at the Term End Date. Any negative Index Performance beyond the Shield Rate will reduce the Investment Amount. **You should also keep in mind that if Index Performance is negative, the Performance Rate can never be greater than zero.**

We currently offer the following Shield Rates: Shield 10 and Shield 15.

Shield Rate	Downside Protection
Shield 10	up to 10%
Shield 15	up to 15%

For example, a -15% Index Performance with a 10% Shield Rate will result in a -5% Performance Rate; or a -10% Index Performance with a 15% Shield Rate will result in a 0% Performance Rate. **The Shield Rate may vary between Shield Options and it is not an annual rate.**

In deciding whether to choose a Shield Option with a higher Shield Rate, you should consider that Shield Options with higher Shield Rates tend to have lower Cap Rates and Step Rates, as applicable, than Shield Options with lower Shield Rates that have the same index and term.

RATE CREDITING TYPES

Cap Rate

The Cap Rate is the maximum rate that may be credited at the Term End Date based on Index Performance. For example, a 15% Index Performance with a 10% Cap Rate will result in a 10% Performance Rate; or, a 5% Index Performance with a 10% Cap Rate will result in a 5% Performance Rate. **The Cap Rate may vary between Shield Options and it is not an annual rate.** The Cap Rate is measured from the Term Start Date to the Term End Date, and the full Cap Rate only applies if you hold the Shield Option until the Term End Date. For renewals into the same Shield Option a new Cap Rate is declared for each subsequent Term, and such rate will not be less than the Minimum Guaranteed Cap Rate stated in your Contract, but will not be less than 2% for Shield Options with a 1-Year Term or 6% for Shield Options with a 3-Year Term. A thirty (30) day advance written Notice will be mailed to you indicating your maturing Shield Options and how you can obtain the new Cap Rates and Step Rates for the available Shield Options and the interest rate for the Fixed Account. At the Term End Date, the Investment Amount will automatically be renewed into the same Shield Option, with the new Cap Rate, unless you elect to transfer such amount into a different Shield Option(s) or the Fixed Account. See "TRANSFERS."

Step Rate

The Step Rate is the rate credited at the Term End Date if the Index Performance is equal to or greater than zero. For example, a 15% Index Performance with a 8% Step Rate will result in a 8% Performance Rate; or, a 5% Index Performance with a 8% Step Rate will result in a 8% Performance Rate. The Step Rate is measured from the Term Start Date to the Term End Date, and the full Step Rate only applies if you hold the Shield Option until the Term End Date. **The Step Rate may vary between Shield Options and it is not an annual rate.** For renewals into the same Shield Option a new Step Rate is declared for each subsequent Term, and such rate will not be less than the Minimum Guaranteed Step Rate stated in your Contract, but will not be less than 1.5%. A thirty (30) day advance written Notice will be mailed to you indicating your maturing Shield Options and how you can obtain the new Step Rates and Cap Rates for the available Shield Options and the interest rate for the Fixed Account. At the Term End Date, the Investment Amount will automatically be renewed into the same Shield Option, with the new Step Rate, unless you elect to transfer such amount into a different Shield Option(s) or the Fixed Account. See “TRANSFERS.”

In deciding whether to purchase a Shield Option with a Cap Rate or a Step Rate, you should consider that Step Rates are generally lower than Cap Rates. If Index Performance is equal to or greater than zero but less than the Step Rate, and you chose a Cap Rate for your Shield Option, your Performance Rate Adjustment will be lower than it otherwise would be had you chosen a Step Rate. Alternatively, if the Index Performance is positive and exceeds the Step Rate, and you chose a Step Rate for your Shield Option, your Performance Rate Adjustment will be lower than it would otherwise be had you chosen a Cap Rate. For example, if you chose a Shield Option with a 10% Cap Rate and there is a 15% Index Performance, your Performance Rate is 10%; however, if instead you were to choose a Shield Option with an 8% Step Rate, your Performance Rate would instead be 8%. Alternatively, if you chose a Shield Option with a 10% Cap Rate and there is a 0% Index Performance, your Performance Rate is 0%; however, if instead you were to choose a Shield Option with an 8% Step Rate, your Performance Rate would be 8%.

ADDITION OR DISCONTINUANCE OF A SHIELD OPTION

A Shield Option will always be available; however, we can add or discontinue any Shield Option. When a change is made to a Shield Option or an Index, or changed subsequent to the Issue Date, we will send a notification describing any changes to the Shield Option, as required by law. This change will take effect under your Contract as of the next Contract Anniversary for any allowable transfers into the Shield Option(s). If you are currently allocated in a Shield Option which is no longer available, you will remain in that Shield Option until the Term End Date, but that Shield Option will no longer be available following the Term End Date. For more on transfers and renewals, see “TRANSFERS.”

INVESTMENT AMOUNT

The Investment Amount, for each Shield Option, is the amount that is allocated to the Shield Option and subsequently reflects all withdrawals and adjustments at the Term End Date. The Investment Amount will be reduced for any withdrawal by the same percentage that the withdrawal reduces the Interim Value attributable to that Shield Option.

CALCULATING YOUR INVESTMENT AMOUNT ON A TERM END DATE

On the Term End Date, we apply the Performance Rate Adjustment to your Investment Amount. The Performance Rate Adjustment is based on the Performance Rate, which is the rate credited at the Term End Date. The Performance Rate is determined by the Index Performance adjusted for the applicable Shield Rate, Cap Rate or Step Rate. The Performance Rate can be positive, zero or negative and is determined as follows:

Shield Option type:	If Index Performance (can be positive, zero or negative) is:	Performance Rate will equal:
Shield Options with a Cap Rate	less than or equal to zero	the lesser of: zero or the Index Performance increased by the Shield Rate (For example: a -15% Index Performance with a Shield 10 will result in a -5% Performance Rate. The Performance Rate can never be greater than zero if the Index Performance is negative.)
	greater than zero and less than the Cap Rate	the Index Performance
	greater than zero and equals or exceeds the Cap Rate	the Cap Rate
Shield Options with a Step Rate	less than zero	the lesser of: zero or the Index Performance increased by the Shield Rate (For example: a -15% Index Performance with a Shield 10 will result in a -5% Performance Rate. The Performance Rate can never be greater than zero if the Index Performance is negative.)
	equal to or greater than zero	the Step Rate

EXAMPLES

Example 1 set forth below, as well as Examples 2-4 found throughout this prospectus, are intended to illustrate how various features of your Contract work. The examples will use hypothetical “Owner 1” to illustrate the following concepts:

Example 1—Calculating your Investment Amount on a Term End Date (See below.)

Example 2—Calculating your Interim Value (See “INTERIM VALUE CALCULATION.”)

Example 3—Withdrawals (See “WITHDRAWAL PROVISIONS.”)

Example 4—Transfers (See “TRANSFERS.”)

These examples should not be considered a representation of past or future performance for any Shield Option. Actual performance may be greater or less than those shown in the examples. Similarly, the Index Values in the examples are not an estimate or guarantee of future Index Performance.

The rates for the Rate Crediting Types shown in the following examples are for illustrative purposes only and may not reflect actual declared rates.

Values are rounded for display purposes only.

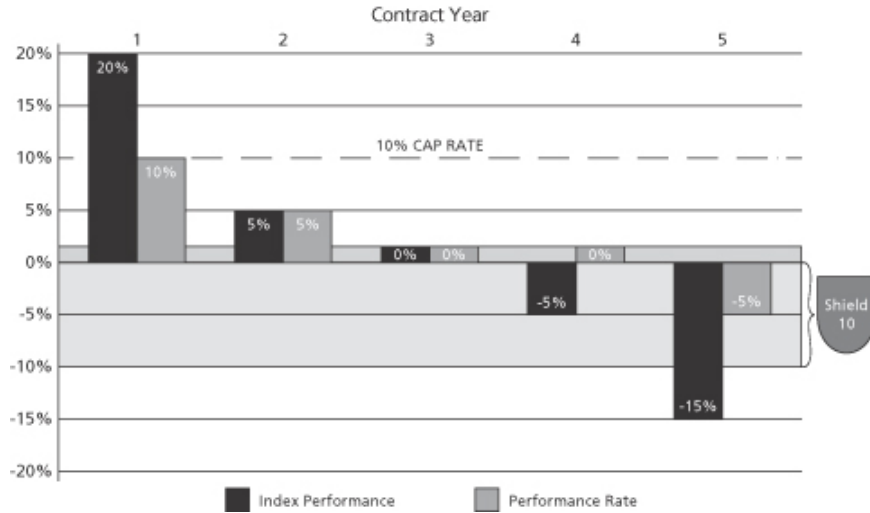
Example 1—Calculating your Investment Amount on a Term End Date

Examples 1A and 1B are intended to show how the Investment Amount on a Term End Date is calculated. In both examples assume Owner 1 allocates her \$50,000 Purchase Payment into a 1-Year Term / Shield 10 / S&P 500® Index and she allows her allocation to renew year to year for five years. In Example 1A she has selected the Shield 10 S&P 500® Index with a Cap Rate of 10%. In Example 1B she has selected the Shield 10 S&P 500® Index with a Step Rate of 8%. For purposes of both examples, assume no withdrawals are made during the five year example period, the Example 1A Cap Rate stays at 10% for all five years and the Example 1B Step Rate stays at 8% for all five years. If a withdrawal were made, a Withdrawal Charge during the first 3 Contract Years as well as an Interim Value calculation may apply; and consequently the Investment Amount for the Term would be adjusted accordingly.

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Example 1A—Shield Option with Cap Rate:

Owner 1 allocates her \$50,000 Purchase Payment into a 1-Year Term / Shield 10 / S&P 500® Index with a Cap Rate of 10% and lets it renew year after year for five years. The following example illustrates how her initial \$50,000 Purchase Payment could perform over a five-year period given fluctuating Index Values. For renewals into the same Shield Option a new Cap Rate would be declared and go into effect on the Contract Anniversary that coincides with the beginning of the new Shield Option.



Contract Year	1	2	3	4	5
Term Start Date					
Investment Amount ⁽¹⁾	\$50,000	\$55,000	\$57,750	\$57,750	\$57,750
Index Value	1,000	1,200	1,260	1,260	1,197
Term End Date					
Index Value	1,200	1,260	1,260	1,197	1,017
Index Performance ⁽²⁾	20%	5%	0%	-5%	-15%
Cap Rate	10%	10%	10%	10%	10%
Shield Rate	10%	10%	10%	10%	10%
Performance Rate (one year) ⁽³⁾	10%	5%	0%	0%	-5%
Performance Rate Adjustment ⁽⁴⁾	\$5,000	\$2,750	\$0	\$0	-\$2,888
Investment Amount⁽⁵⁾	\$55,000	\$57,750	\$57,750	\$57,750	\$54,862

Notes to the table above:

- (1) Investment Amount at Term Start Date in year one is the \$50,000 Purchase Payment. In years two through five, the Investment Amount at Term Start Date would be \$55,000, \$57,750, \$57,750 and \$57,750, respectively, which was the Investment Amount at Term End Date for the prior year.
- (2) Index Performance is equal to the percentage change in the Index Value measured from the Term Start Date to the Term End Date. For example, in year one, Index Performance is calculated as follows:

$$(1,200 \text{ [Index Value at Term End Date]} - 1,000 \text{ [Index Value at Term Start Date]}) \div 1,000 \text{ [Index Value at Term Start Date]} = 20\%$$
- (3) In year one, Index Performance exceeds the Cap Rate and therefore the Performance Rate is equal to the Cap Rate. In years two and three the Performance Rate is equal to the Index Performance because the Index Performance is not negative and does not exceed the Cap Rate. In year four the Performance Rate is 0% because the Index Performance is -5% and the Shield 10 absorbs up to 10% of the negative Index Performance. In year five, the Performance Rate is -5% because the Index Performance is -15% and the Shield 10 absorbs up to 10% of negative Index Performance.
- (4) The Performance Rate Adjustment is equal to the product of the Investment Amount at the Term Start Date adjusted for any withdrawals (there are no withdrawals in the example) multiplied by the Performance Rate. For example, in year one the Performance Rate Adjustment is calculated as follows:

$$\$50,000 \text{ [Investment Amount at Term Start Date]} \times 10\% \text{ [Performance Rate]} = \$5,000$$

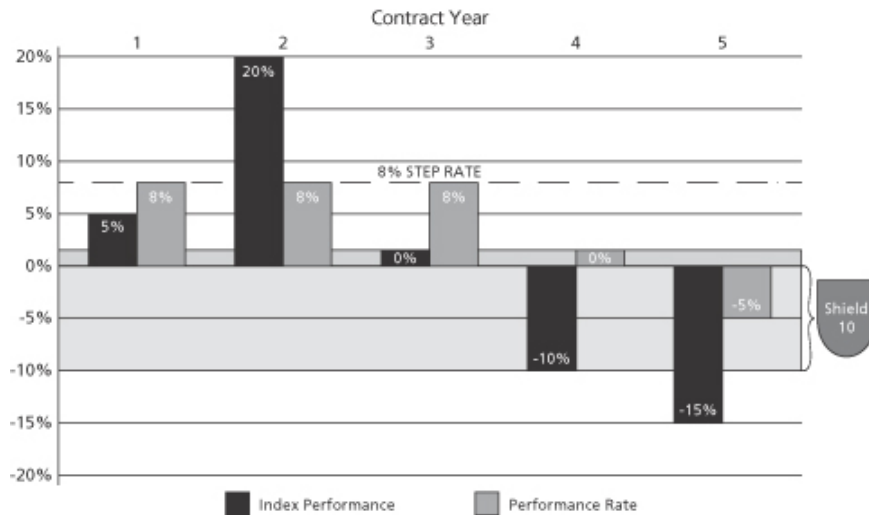
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- (5) The Investment Amount at the Term End Date is equal to the Investment Amount at Term Start Date adjusted for any withdrawals (there are no withdrawals in the example) plus the Performance Rate Adjustment. For example, in year one the Investment Amount at the Term End Date is calculated as follows:

$$\$50,000 \text{ [Investment Amount at Term Start Date]} + \$5,000 \text{ [Performance Rate Adjustment]} = \$55,000$$

Example 1B—Shield Option with Step Rate:

Owner 1 allocates her \$50,000 Purchase Payment into a 1-Year Term / Shield 10 / S&P 500® Index with a Step Rate of 8% and lets it renew year after year for five years. The following example illustrates how her initial \$50,000 Purchase Payment could perform over a five-year period given fluctuating Index Values. For renewals into the same Shield Option a new Step Rate would be declared and go into effect on the Contract Anniversary that coincides with the beginning of the new Shield Option.



Contract Year	1	2	3	4	5
Term Start Date					
Investment Amount ⁽¹⁾	\$50,000	\$54,000	\$58,320	\$62,986	\$62,986
Index Value	1,000	1,050	1,260	1,260	1,134
Term End Date					
Index Value	1,050	1,260	1,260	1,134	964
Index Performance ⁽²⁾	5%	20%	0%	-10%	-15%
Step Rate	8%	8%	8%	8%	8%
Shield Rate	10%	10%	10%	10%	10%
Performance Rate (one year) ⁽³⁾	8%	8%	8%	0%	-5%
Performance Rate Adjustment ⁽⁴⁾	\$4,000	\$4,320	\$4,666	\$0	-\$3,149
Investment Amount⁽⁵⁾	\$54,000	\$58,320	\$62,986	\$62,986	\$59,837

Notes to the table above:

- (1) Investment Amount at Term Start Date in year one is the \$50,000 Purchase Payment. In years two through five, the Investment Amount at the Term Start Date would be \$54,000, \$58,320, \$62,986 and \$62,986, respectively, which was the Investment Amount at the Term End Date for the prior year.
- (2) Index Performance is equal to the percentage change in the Index Value measured from the Term Start Date to the Term End Date. For example, in year one, Index Performance is calculated as follows:
- $$(1,050 \text{ [Index Value at Term End Date]} - 1,000 \text{ [Index Value at Term Start Date]}) \div 1,000 \text{ [Index Value at Term Start Date]} = 5\%$$
- (3) In years one, two and three the Performance Rate is equal to the Step Rate because the Index Performance is positive or zero. It should be noted that although Index Performance was 20% in year two, the Performance Rate is capped at 8% by the Step Rate. In year four the Performance Rate is 0% because the Index Performance is -10% and the Shield 10 absorbs up to 10% of the negative Index Performance. In year five, the Performance Rate is -5% because the Index Performance is -15% and the Shield 10 absorbs up to 10% of the negative Index Performance.

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- (4) The Performance Rate Adjustment is equal to the product of the Investment Amount at the Term Start Date adjusted for any withdrawals (there are no withdrawals in the example) multiplied by the Performance Rate. For example, in year one the Performance Rate Adjustment is calculated as follows:
- $$\$50,000 \text{ [Investment Amount at Term Start Date]} \times 8\% \text{ [Performance Rate]} = \$4,000$$
- (5) The Investment Amount at the Term End Date is equal to the Investment Amount at Term Start Date adjusted for any withdrawals (there are no withdrawals in the example) plus the Performance Rate Adjustment. For example, in year one the Investment Amount at the Term End Date is calculated as follows:
- $$\$50,000 \text{ [Investment Amount at Term Start Date]} + \$4,000 \text{ [Performance Rate Adjustment]} = \$54,000$$

INTERIM VALUE CALCULATION

Your Investment Amount in each Shield Option on the Term End Date is calculated as described above under “Calculating your Investment Amount on a Term End Date”. In setting the various rates we use in calculating the Investment Amount, we assume that you are going to hold a Shield Option until the Term End Date. Nevertheless, you have the right under the Contract to make withdrawals, Surrender the Contract or annuitize before the Term End Date. Therefore, we calculate an Interim Value on each Business Day between the Term Start Date and prior to the Term End Date that you make a withdrawal, Surrender the Contract, annuitize or we pay a death benefit. It is equal to the Investment Amount at the Term Start Date, adjusted for any withdrawals, in the Shield Option, adjusted for the Index Performance of the associated Index and subject to the applicable Accrued Shield Rate, Accrued Cap Rate or Accrued Step Rate. A withdrawal from a Shield Option will reduce your Interim Value by the amount withdrawn on the date of withdrawal. The Interim Value calculation is different than the calculation we use to calculate the Investment Amount for a Shield Option on the Term End Date. Prior to the Term End Date, we use the Interim Value to calculate the amount that is available for (1) annuitizations; (2) death benefits; (3) withdrawals; or (4) Surrenders.

Accrued Shield Rate for Interim Value Calculation

The Accrued Shield Rate is the portion of the Shield Rate that has accrued from the Term Start Date to any day within the Term. This is the amount that will be applied in calculating the Interim Value on any day prior to the Term End Date if Index Performance is less than zero. The Accrued Shield Rate is equal to the Shield Rate multiplied by the number of days elapsed since the Term Start Date, divided by the total number of days in the Term. You get more of the Shield Rate the closer you are to the Term End Date.

Accrued Cap Rate for Interim Value Calculation

The Accrued Cap Rate is the portion of the Cap Rate that has accrued from the Term Start Date to any day within the Term. This is the maximum Index Performance that may be applied in calculating the Interim Value on any day prior to the Term End Date if Index Performance is greater than zero. The Accrued Cap Rate is equal to the Cap Rate multiplied by the number of days elapsed since the Term Start Date, divided by the total number of days in the Term.

Accrued Step Rate for Interim Value Calculation

The Accrued Step Rate is the portion of the Step Rate that has accrued from the Term Start Date to any day within the Term. This is the rate that will be applied in calculating the Interim Value on any day prior to the Term End Date if Index Performance is equal to or greater than zero. The Accrued Step Rate is equal to the Step Rate multiplied by the number of days elapsed since the Term Start Date, divided by the total number of days in the Term.

For purposes of determining the Accrued Shield Rate, Accrued Cap Rate and Accrued Step Rate, the total number of days in each calendar year of a Term is 365.

Performance Rate for Determination of Interim Value. The Performance Rate during a particular Term is the Index Performance, adjusted for the applicable Accrued Shield Rate, Accrued Cap Rate or Accrued Step Rate.

As noted above, the Interim Value is calculated using accrued values for the Shield Rate, Cap Rate and Step Rate. So if you annuitize, die, make a withdrawal or Surrender your Contract before the Term End Date, you will not receive the full benefit of the Shield Rate, Cap Rate or Step Rate but instead will receive the accrued percentage to the date of the annuitization, date of the payment of the death benefit, withdrawal or Surrender. In addition, a withdrawal from a Shield Option will reduce your Interim Value by the amount withdrawn on the date of the withdrawal. For example if you have a Shield Option with a 1-Year Term, a Shield 10 and a 10% Cap Rate and you

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make a withdrawal halfway through your Term, the Interim Value will be calculated using your Accrued Shield Rate and Accrued Cap Rate. That means your Accrued Shield Rate will be 5% and your Accrued Cap Rate will be 5%.

The accrued rates are calculated as follows:

The Shield Rate (10%) is multiplied by the number of days elapsed since the Term Start Date (183) and divided by the total number of days in the Term (365), so the Accrued Shield Rate is 5%.

The Cap Rate (10%) is multiplied by the number of days elapsed since the Term Start Date (183) and divided by the total number of days in the Term (365), so the Accrued Cap Rate is 5%.

An Accrued Step Rate is calculated in the same manner—the Step Rate is multiplied by the number of days elapsed since the Term Start Date and divided by the total number of days in the Term. For example, if the Step Rate is 8% and the total number of days in the Term is 365 and 183 days have elapsed, then the Step Rate (8%) is multiplied by 183 and divided by 365 to arrive at an Accrued Step Rate of 4%.

Example 2—Calculating your Interim Value

Examples 2A and 2B are intended to show how an Interim Value is calculated. An Interim Value Calculation will be made if you annuitize, die, make a withdrawal or Surrender your Contract before the Term End Date. In both examples, assume Owner 1 allocates her \$50,000 Purchase Payment to a 1-Year Term / Shield 10 / S&P 500® Index with a Cap Rate of 10%. Example 2A will illustrate an Interim Value calculation with positive Index Performance and Example 2B will illustrate an Interim Value calculation with negative Index Performance. For purposes of these examples, assume the activity that triggers the Interim Value calculation occurs exactly halfway through the Term and that there are no withdrawals made as of the date the Interim Value is calculated.

Example 2A—Positive Index Performance:

Term Start Date	
Investment Amount	\$50,000
Shield Rate	Shield 10
Cap Rate	10%
Index Value	500
Interim Value Calculation Halfway Through Term	
Index Value	600
Index Performance ⁽¹⁾	20%
Accrued Cap Rate ⁽²⁾	5%
Performance Rate ⁽³⁾	5%
Performance Rate Adjustment ⁽⁴⁾	\$2,500
Interim Value⁽⁵⁾	\$52,500

Notes to the table above:

⁽¹⁾ Index Performance is equal to the percentage change in the Index Value measured from the Term Start Date to the date of the Interim Value calculation. Index Performance is calculated as follows:

$$(600 \text{ [Index Value on date of Interim Value calculation]} - 500 \text{ [Index Value at Term Start Date]}) \div 500 \text{ [Index Value at Term Start Date]} = 20\%$$

⁽²⁾ The Accrued Cap Rate is equal to the Cap Rate multiplied by the number of days elapsed since the Term Start Date divided by the total number of days in the Term. The Accrued Cap Rate is calculated as follows:

$$10\% \text{ [Cap Rate]} \times 183 \text{ [number of days elapsed since the Term Start Date]} \div 365 \text{ [total number of days in the Term]} = 5\%$$

⁽³⁾ The Performance Rate is equal to the Accrued Cap Rate because it cannot exceed the Accrued Cap Rate even though the Index Performance was at 20%.

⁽⁴⁾ The Performance Rate Adjustment is equal to the product of the Investment Amount at the Term Start Date adjusted for any withdrawals (there are no withdrawals in the example) multiplied by the Performance Rate. The Performance Rate Adjustment is calculated as follows:

$$\$50,000 \text{ [Investment Amount at Term Start Date]} \times 5\% \text{ [Performance Rate]} = \$2,500$$

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- (5) The Interim Value is equal to the Investment Amount at the Term Start Date adjusted for any withdrawals (there are no withdrawals in the example) plus the Performance Rate Adjustment. The Interim Value is calculated as follows:

$$\$50,000 \text{ [Investment Amount at Term Start Date]} + \$2,500 \text{ [Performance Rate Adjustment]} = \$52,500$$

Example 2B—Negative Index Performance:

Term Start Date	
Investment Amount	\$50,000
Shield Rate	Shield 10
Cap Rate	10%
Index Value	500
Interim Value Calculation Halfway Through Term	
Index Value	400
Index Performance ⁽¹⁾	-20%
Accrued Shield Rate ⁽²⁾	5%
Performance Rate ⁽³⁾	-15%
Performance Rate Adjustment ⁽⁴⁾	-\$7,500
Interim Value⁽⁵⁾	\$42,500

Notes to the table above:

- (1) Index Performance is equal to the percentage change in the Index Value measured from the Term Start Date to the date of the Interim Value calculation. Therefore the Index Performance is calculated as follows:
- $$(400 \text{ [Index Value on date of Interim Value calculation]} - 500 \text{ [Index Value at Term Start Date]}) \div 500 \text{ [Index Value at Term Start Date]} = -20\%$$
- (2) The Accrued Shield Rate is equal to the Shield Rate multiplied by the number of days elapsed since the Term Start Date divided by the total number of days in the Term. The Accrued Shield Rate is calculated as follows:
- $$10\% \text{ [Shield Rate]} \times 183 \text{ [number of days elapsed since the Term Start Date]} \div 365 \text{ [total number of days in the Term]} = 5\%$$
- (3) The Performance Rate is -15% because the Index Performance is -20% and the Accrued Shield Rate of 5% absorbs up to 5% of the negative Index Performance.
- (4) The Performance Rate Adjustment is equal to the product of the Investment Amount at the Term Start Date adjusted for any withdrawals (there are no withdrawals in the example) multiplied by the Performance Rate. The Performance Rate Adjustment is calculated as follows:
- $$\$50,000 \text{ [Investment Amount at Term Start Date]} \times -15\% \text{ [Performance Rate]} = -\$7,500$$
- (5) The Interim Value is equal to the Investment Amount at the Term Start Date adjusted for any withdrawals (there are no withdrawals in the example) plus the Performance Rate Adjustment. The Interim Value is calculated as follows:
- $$\$50,000 \text{ [Investment Amount at Term Start Date]} + -\$7,500 \text{ [Performance Rate Adjustment]} = \$42,500$$

YOUR ACCOUNT VALUE

Your Account Value is the total of the Fixed Account Value and the value of the Shield Option(s) under your Contract during the Accumulation Period.

WITHDRAWAL PROVISIONS

Prior to the Annuity Date, you may, upon Notice to us, request a full or a partial withdrawal and we will withdraw that amount from your Account Value (the "Withdrawal Amount"). A withdrawal will result in a reduction to the Investment Amount in each Shield Option and the Fixed Account in the ratio that each Shield Option and the Fixed Account bears to the total Account Value, unless you instruct us otherwise. The amount payable to you will be a net amount equal to the Withdrawal Amount adjusted for any applicable Withdrawal Charge and Premium and Other Taxes. If applicable, the Withdrawal Charge is applied to the Withdrawal Amount that is in excess of the applicable Free Withdrawal Amount.

The total Withdrawal Amount from the Account Value must not be less than the Minimum Partial Withdrawal Amount (\$500). If the withdrawal would result in the Account Value being less than the Minimum Account Value (\$2,000), we will treat the withdrawal request as a request for a full withdrawal.

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If you request a full or partial withdrawal, the Withdrawal Amount after adjustments for any Withdrawal Charge will result in our paying you a net amount. The net amount payable to you is equal to (a)-(b)-(c), where:

- (a) is the amount withdrawn from the Account Value, and
- (b) is the Withdrawal Charge, and
- (c) is the Premium and Other Taxes, if any.

Since the Withdrawal Amount will reduce the Investment Amount for each Shield Option by the percentage reduction in the Interim Value of such Shield Option (i.e., a proportionate reduction), a withdrawal when Index Performance is negative will cause a greater percentage reduction in the remaining Investment Amount relative to the percentage reduction for the same Withdrawal Amount when Index Performance is positive. For example, assume you make a \$100,000 Purchase Payment at Contract issue and allocate the Purchase Payment equally to two Shield Options so that each starts with \$50,000. This amount is the initial Investment Amount. Assume in 6 months Shield Option A has an Interim Value of \$65,000 and Shield Option B has an Interim Value of \$45,000. Assume at this time you decide to make a withdrawal of \$20,000. If the withdrawal is taken completely from Shield Option A, the reduction in the Interim Value is 30.77% ($\$20,000 \div \$65,000$). The Investment Amount for Shield Option A would then be reduced to \$34,615.38 ($\$50,000 \times (1-30.77\%)$). The total Investment Amount is then \$84,615.38 ($\$34,615.38 + \$50,000$). If the entire withdrawal is taken from Shield Option B, the reduction in the Interim Value is 44.44% ($\$20,000 \div \$45,000$). The Investment Amount for Shield Option B would be reduced to \$27,777.78 ($\$50,000 \times (1-44.44\%)$). The total Investment Amount is then \$77,777.78 ($\$50,000 + \$27,777.78$).

The remaining Investment Amount after a withdrawal will be used as the new Investment Amount for the Term until the Term End Date for that Shield Option. A partial withdrawal from a Shield Option does not affect the Cap Rate or Step Rate, as applicable, and the Shield Rate that will apply to the remaining Investment Amounts that are held in the Shield Option through the Term End Date.

After receipt of a Notice of withdrawal from you, we reserve the right to defer payment for a withdrawal for the period permitted by applicable law but not more than six (6) months.

Divorce. A withdrawal made pursuant to a divorce or separation agreement is subject to the same Withdrawal Charge provisions described in this section, if permissible under tax law. In addition, the withdrawal will reduce the Account Value and the death benefit. The withdrawal could have a significant negative impact on the death benefit.

Withdrawal Charge

We impose a Withdrawal Charge to reimburse us for contract sales expenses, including commissions and other distribution, promotion, and acquisition expenses. During the Accumulation Period, you can make a partial or complete withdrawal from your Contract.

The Withdrawal Charge is the percentage of the amount withdrawn from the Account Value in a Contract Year in excess of the Free Withdrawal Amount.

The Withdrawal Charge is calculated at the time of each withdrawal in accordance with the following:

<u>Number of Complete Contract Years since Issue Date</u>	<u>Withdrawal Charge percentage</u>
0	6%
1	6%
2	5%
3 or more	0%

Note: For tax purposes, earnings from Non-Qualified Contracts are considered to come out first.

When No Withdrawal Charge Applies

In some cases we will not charge you the Withdrawal Charge when you make a withdrawal. We may, however, ask you to prove that you meet any of the following conditions:

- (i) Maturity of the Contract;

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(ii) Payment of the death benefit;

(iii) Application of your Account Value to an Annuity Option;

(iv) If the withdrawal is to avoid required Federal income tax penalties or to satisfy Federal income tax rules concerning minimum distribution requirements that apply to your Contract, except for RMDs on a decedent Roth IRA. For purposes of this exception, we assume that the Contract is the only contract or funding vehicle from which distributions are required to be taken and we will ignore all other Account Values;

(v) If you properly “recharacterize” as permitted under Federal tax law your Traditional IRA Contract or Roth IRA Contract issued by us;

(vi) If we agree in writing that none will apply. For example, if you transfer your Account Value to another approved annuity contract issued by us or one of our affiliates;

(vii) Withdrawals pursuant to either the Nursing Home Exception or the Terminal Illness Exception (see below); or

(viii) Withdrawals up to the Free Withdrawal Amount.

Nursing Home Exception/Terminal Illness Exception. After the first Contract Year, if approved in your state, and your Contract provides for this, a Withdrawal Charge which would otherwise apply to a withdrawal will be waived, if you, or your Joint Owner:

- (Nursing Home Exception) Has been a resident of certain nursing home facilities or a hospital for a minimum of 90 consecutive days or for a minimum total of 90 days where there is no more than a 6-month break in that residency and the residencies are for related causes, where you have exercised this right no later than 90 days after exiting the nursing home facility or hospital. The confinement must be prescribed by a physician and be medically necessary. [Not available in California, Connecticut, Massachusetts and South Dakota]; or
- (Terminal Illness Exception) Is diagnosed with a terminal illness and not expected to live more than 12 months (a physician certifies to your illness and life expectancy) and you were not diagnosed with the terminal illness as of the date we issued your Contract. [Not available in California, Connecticut, Massachusetts, Texas and Washington.]

These Contract features are only available if you are less than 80 years old on the Contract Issue Date and terminate on the Annuity Date. These Contract features are free of charge. Additional conditions and requirements apply and are specified in the rider(s) that are part of your Contract.

Free Withdrawal Amount. After the first Contract Year, you may withdraw a portion of your Account Value free from any Withdrawal Charge. The Free Withdrawal Amount each Contract Year is equal to 10% of your Account Value as of the prior Contract Anniversary, less the total amount withdrawn from the Account Value in the current Contract Year. The Free Withdrawal Amount is non-cumulative and is not carried over to other Contract Years.

Example 3—Withdrawals

Examples 3A and 3B are intended to show how withdrawals work. In both examples assume that Owner 1 allocates her \$50,000 Purchase Payment to the 1-Year Term / Shield 10 / S&P 500® Index with a Cap Rate of 10%. Example 3A will illustrate a withdrawal when Index Performance is positive and assumes no Withdrawal Charge applies due to a Withdrawal Charge waiver. Example 3B will illustrate a withdrawal when Index Performance is negative and a 6% Withdrawal Charge is applied. In both examples, Owner 1 takes only one \$20,000 withdrawal exactly halfway through the Term. The remaining Investment Amount after a withdrawal will be used as the new Investment Amount for the Term until the Term End Date for that Shield Option (assuming no additional withdrawals).

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Example 3A—Positive Index Performance and no Withdrawal Charge:

Term Start Date	
Investment Amount	\$50,000
Shield Rate	Shield 10
Cap Rate	10%
Index Value	500
Interim Value Calculation Halfway Through Term	
Index Value	600
Index Performance ⁽¹⁾	20%
Accrued Cap Rate ⁽²⁾	5%
Performance Rate ⁽³⁾	5%
Performance Rate Adjustment ⁽⁴⁾	\$2,500
Interim Value ⁽⁵⁾	\$52,500
Withdrawal Amount taken	\$20,000
Investment Amount adjusted for any withdrawals ⁽⁶⁾	\$30,952
Net Proceeds from withdrawal paid to Contract Owner ⁽⁷⁾	\$20,000
Term End Date	
Index Value	700
Index Performance ⁽⁸⁾	40%
Performance Rate ⁽⁹⁾	10%
Performance Rate Adjustment ⁽¹⁰⁾	\$3,095
Investment Amount ⁽¹¹⁾	\$34,047

Notes to the table above:

⁽¹⁾ Index Performance is equal to the percentage change in the Index Value measured from the Term Start Date to the date of the Interim Value calculation. Index Performance is calculated as follows:

$$(600 \text{ [Index Value on date of Interim Value calculation]} - 500 \text{ [Index Value at Term Start Date]}) \div 500 \text{ [Index Value at Term Start Date]} = 20\%$$

⁽²⁾ The Accrued Cap Rate is equal to the Cap Rate multiplied by the number of days elapsed since the Term Start Date divided by the total number of days in the Term. The Accrued Cap Rate is calculated as follows:

$$10\% \text{ [Cap rate]} \times 183 \text{ [number of days elapsed since Term Start Date]} \div 365 \text{ [total number of days in the Term]} = 5\%$$

⁽³⁾ The Performance Rate is equal to the Accrued Cap Rate because it cannot exceed the Accrued Cap Rate even though Index Performance was at 20%.

⁽⁴⁾ The Performance Rate Adjustment is equal to the product of the Investment Amount at the Term Start Date adjusted for any withdrawals (no withdrawals have been taken so far) multiplied by the Performance Rate. The Performance Rate Adjustment is calculated as follows:

$$\$50,000 \text{ [Investment Amount at Term Start Date]} \times 5\% \text{ [Performance Rate]} = \$2,500$$

⁽⁵⁾ The Interim Value is equal to the Investment Amount at the Term Start Date plus the Performance Rate Adjustment. This is the amount in the Shield Option selected that would be available if you annuitize, die, make a withdrawal or Surrender your Contract on that date. The Interim Value is calculated as follows:

$$\$50,000 \text{ [Investment Amount at Term Start Date]} + \$2,500 \text{ [Performance Rate Adjustment]} = \$52,500$$

⁽⁶⁾ The Investment Amount is reduced proportionally by the withdrawal taken based on the reduction in Interim Value. Therefore, the Investment Amount adjusted for any withdrawals is calculated as follows:

$$\$50,000 \text{ [Investment Amount on Term Start Date]} \times (1 - \$20,000 \text{ [gross withdrawal amount halfway through the Term]} \div \$52,500 \text{ [Interim Value on date of withdrawal]}) = \$30,952$$

The proportionally reduced Investment Amount is used as the new Investment Amount for the Term until the Term End Date for this Shield Option (assuming no additional withdrawals.)

⁽⁷⁾ The net amount payable to the Contact Owner is equal to the amount withdrawn minus the Withdrawal Charge. The net amount payable is calculated as follows:

$$\$20,000 \text{ [amount withdrawn]} - \$0 \text{ [Withdrawal Charge]} = \$20,000.$$

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(8) Index Performance at the Term End Date is equal to the percentage change in the Index Value measured from the Term Start Date to the Term End Date. Index Performance at the Term End Date is calculated as follows:

$$(700 [\text{Index Value at Term End Date}] - 500 [\text{Index Value at Term Start Date}]) \div 500 [\text{Index Value at Term Start Date}] = 40\%$$

(9) Index Performance at the Term End Date exceeds the Cap Rate and therefore the Performance Rate at the Term End Date is equal to the Cap Rate.

(10) The Performance Rate Adjustment at the Term End Date is equal to the product of the Investment Amount at the Term Start Date adjusted for any withdrawals multiplied by the Performance Rate at the Term End Date. The Performance Rate Adjustment at the Term End Date is calculated as follows:

$$\$30,952 [\text{Investment Amount adjusted for withdrawal}] \times 10\% [\text{Performance Rate at Term End Date}] = \$3,095$$

(11) The Investment Amount at the Term End Date is equal to the Investment Amount one year after the Term Start Date adjusted for any withdrawals plus the Performance Rate Adjustment at Term End Date. The Investment Amount at the Term End Date is calculated as follows:

$$\$30,952 [\text{Investment Amount adjusted for withdrawal}] + \$3,095 [\text{Performance Rate Adjustment at Term End Date}] = \$34,047$$

Example 3B—Negative Index Performance and Withdrawal Charge:

Term Start Date	
Investment Amount	\$50,000
Shield Rate	Shield 10
Cap Rate	10%
Index Value	500
Interim Value Calculation Halfway Through Term	
Index Value	400
Index Performance ⁽¹⁾	-20%
Accrued Shield Rate ⁽²⁾	5%
Performance Rate ⁽³⁾	-15%
Performance Rate Adjustment ⁽⁴⁾	-\$7,500
Interim Value Halfway Through Term ⁽⁵⁾	\$42,500
Withdrawal Amount taken	\$20,000
Investment Amount adjusted for any withdrawals ⁽⁶⁾	\$26,471
Free Withdrawal Amount ⁽⁷⁾	\$5,000
Withdrawal Charge Amount ⁽⁸⁾	\$900
Net Proceeds from Withdrawal paid to Contract Owner ⁽⁹⁾	\$19,100
Term End Date	
Index Value	450
Index Performance ⁽¹⁰⁾	-10%
Performance Rate ⁽¹¹⁾	0%
Performance Rate Adjustment ⁽¹²⁾	\$0
Investment Amount ⁽¹³⁾	\$26,471

Notes to the table above:

(1) Index Performance is equal to the percentage change in the Index Value measured from the Term Start Date to the date of the Interim Value calculation. Index Performance is calculated as follows:

$$(400 [\text{Index Value on date of Interim Value calculation}] - 500 [\text{Index Value at Term Start Date}]) \div 500 [\text{Index Value at Term Start Date}] = -20\%$$

(2) The Accrued Shield Rate is equal to the Shield Rate multiplied by the number of days elapsed since the Term Start Date divided by the total number of days in the Term. The Accrued Shield Rate is calculated as follows:

$$10\% [\text{Shield Rate}] \times 183 [\text{number of days elapsed since Term Start Date}] \div 365 [\text{total number of days in the Term}] = 5\%$$

(3) The Performance Rate is -15% because the Index Performance is -20% and the Accrued Shield Rate of 5% absorbs up to 5% of the negative Index Performance.

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- (4) The Performance Rate Adjustment is equal to the product of the Investment Amount at the Term Start Date adjusted for any withdrawals (no withdrawals have been taken so far) multiplied by the Performance Rate. The Performance Rate Adjustment is calculated as follows:

$$\$50,000 \text{ [Investment Amount at Term Start Date]} \times -15\% \text{ [Performance Rate]} = -\$7,500$$

- (5) The Interim Value is equal to the Investment Amount at the Term Start Date adjusted for any withdrawals plus the Performance Rate Adjustment. This is the amount in the Shield Option selected that would be available if you annuitize, die, make a withdrawal or Surrender your Contract on that date. The Interim Value is calculated as follows:

$$\$50,000 \text{ [Investment Amount at Term Start Date]} + -\$7,500 \text{ [Performance Rate Adjustment]} = \$42,500$$

- (6) The Investment Amount is reduced proportionally by the withdrawal taken based on the reduction in Interim Value. Therefore, the Investment Amount adjusted for any withdrawals is calculated as follows:

$$\$50,000 \text{ [Investment Amount on the Term Start Date]} \times (1 - \$20,000 \text{ [gross withdrawal amount halfway through the Term]} \div \$42,500 \text{ [Interim Value on date of withdrawal]}) = \$26,471$$

The proportionally reduced Investment Amount will be used as the new Investment Amount for the Term until the Term End Date for this Shield Option (assuming no additional withdrawals.)

- (7) The Free Withdrawal Amount is the value as of the most recent Contract Anniversary multiplied by the Free Withdrawal Amount Percentage. The Free Withdrawal Amount is calculated as follows:

$$\$50,000 \text{ [value as of most recent Contract Anniversary]} \times 10\% \text{ [Free Withdrawal Amount percentage]} = \$5,000$$

- (8) The Withdrawal Charge Amount is the gross withdrawal amount minus the Free Withdrawal Amount multiplied by the Withdrawal Charge.

$$(\$20,000 \text{ [gross withdrawal amount]} - \$5,000 \text{ [Free Withdrawal Amount*]}) \times 6\% \text{ [Withdrawal Charge]} = \$900$$

- (9) The net amount payable to the Contact Owner is equal to the amount withdrawn minus the Withdrawal Charge. The net amount payable is calculated as follows:

$$\$20,000 \text{ [amount withdrawn]} - \$900 \text{ [Withdrawal Charge]} = \$19,100$$

- (10) Index Performance at the Term End Date is equal to the percentage change in the Index Value measured from the Term Start Date to the Term End Date. Index Performance at the Term End Date is calculated as follows:

$$(450 \text{ [Index Value at Term End Date]} - 500 \text{ [Index Value at Term Start Date]}) \div 500 \text{ [Index Value at Term Start Date]} = -10\%$$

- (11) The Performance rate at the Term End Date is 0% because the Index Performance at the Term End Date is -10% and the Shield 10 absorbs up to 10% of the negative Index Performance.

- (12) The Performance Rate Adjustment at the Term End Date is equal to the product of the Investment Amount at the Term Start Date adjusted for any withdrawals multiplied by the Performance Rate at the Term End Date. The Performance Rate Adjustment at the Term End Date is calculated as follows:

$$\$26,471 \text{ [Investment Amount adjusted for withdrawal]} \times 0\% \text{ [Performance Rate at Term End Date]} = \$0$$

- (13) The Investment Amount at the Term End Date is equal to the Investment Amount adjusted for any withdrawals plus the Performance Rate Adjustment at Term End Date. The Investment Amount at the Term End Date is calculated as follows:

$$\$26,471 \text{ [Investment Amount adjusted for withdrawal]} + \$0 \text{ [Performance Rate Adjustment at Term End Date]} = \$26,471$$

TRANSFERS

During the Transfer Period you may make transfers to or from the Fixed Account and/or to or from the Shield Option(s) subject to the Minimum Allocation of \$500. We must receive notification of your election to transfer, in a form satisfactory to us or by calling us at 1-800-343-8496, no later than five (5) calendar days after the Contract Anniversary on which the transfer will take place. Your financial representative can provide more information or you may contact our Annuity Service Office. You cannot make transfers outside the Transfer Period and transfers may not be made after the Annuity Date. To make a transfer from a Shield Option in which you have an Investment Amount the Shield Option must have reached its Term End Date. The Transfer Period is the five (5) days following the Contract Anniversary coinciding with the Term End Date and Interest Rate Term End Date, as applicable, for the Shield Option(s) and/or the Fixed Account. The effective date of such transfer is the first day of the Interest Rate Term and/or a Term(s) in which the transfer is made.

During the Transfer Period, the Interim Value of each Shield Option will equal the Investment Amount in that Shield Option. After the Transfer Period, the Interim Value of that Shield Option is equal to the Investment Amount in the Shield Option, adjusted for the Index Performance of the associated Index and subject to the applicable Accrued Shield Rate, Accrued Cap Rate or Accrued Step Rate.

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At the Term End Date, the Investment Amount allocated to the Shield Option that has reached its Term End Date will automatically be renewed into the same Shield Option unless you elect to transfer into a different Shield Option or the Fixed Account. If the same Shield Option is no longer available at the end of the existing Term, these amounts will automatically transfer into the Fixed Account at the Term End Date, unless otherwise instructed by you. The amounts transferred to the Fixed Account must remain in the Fixed Account until the Interest Rate Term End Date (which, currently, will not be less than one (1) year). If the Fixed Account is not available, these amounts will automatically transfer into the Shield Option with, in order of priority, the shortest Term, the highest Shield Rate and the lowest Cap Rate, from the Shield Options available at the Term End Date, unless otherwise instructed by you. You have the Transfer Period to notify us if you want to transfer some or all of your Investment Amount to a new Shield Option(s) or the Fixed Account.

Renewals. For renewals into the same Shield Option, a new Cap Rate or Step Rate, as applicable, will be declared and will go into effect on the Contract Anniversary that coincides with the beginning of the new Shield Option.

Example 4—Transfers

Example 4 is intended to show how transfers work. Owner 1 allocates her \$50,000 Purchase Payment to the 1-Year Term / Shield 10 / S&P 500® Index with a Cap Rate of 10%. At the end of the 1-Year Term, she transfers 50% of her 1-Year Term / Shield 10 / S&P 500® Index with a Cap Rate of 10% into a 1-Year Term / Shield 10 / Russell 2000® Index with a Cap Rate of 12% and opts to let the remaining 50% of her Investment Amount automatically renew.

Shield Options prior to Transfer:

Contract Year	1
Term Start Date	
Investment Amount	\$50,000
Index Value	1,000
Term End Date	
Index Value	1,200
Index Performance ⁽¹⁾	20%
Cap Rate	10%
Shield Rate	Shield 10
Performance Rate (one year) ⁽²⁾	10%
Performance Rate Adjustment ⁽³⁾	\$5,000
Investment Amount⁽⁴⁾	\$55,000

Notes to the table above:

⁽¹⁾ Index Performance is equal to the percentage change in the Index Value measured from the Term Start Date to the Term End Date. Index Performance is calculated as follows:

$$(1,200 \text{ [Index Value at Term End Date]} - 1,000 \text{ [Index Value at Term Start Date]}) \div 1000 \text{ [Index Value at Term Start Date]} = 20\%$$

⁽²⁾ Since Index Performance is greater than zero and exceeds the Cap Rate, the Performance Rate equals the Cap Rate.

⁽³⁾ The Performance Rate Adjustment is equal to the product of the Investment Amount at the Term Start Date adjusted for any withdrawals (there are no withdrawals in the example) multiplied by the Performance Rate. The Performance Rate Adjustment is calculated as follows:

$$\$50,000 \text{ [Investment Amount at Term Start Date]} \times 10\% \text{ [Performance Rate]} = \$5,000$$

⁽⁴⁾ The Investment Amount at Term End Date is equal to the Investment Amount at Term Start Date adjusted for any withdrawals (there are no withdrawals in the example) plus the Performance Rate Adjustment. The Investment Amount is calculated as follows:

$$\$50,000 \text{ [Investment Amount at Term Start Date]} + \$5,000 \text{ [Performance Rate Adjustment]} = \$55,000$$

Shield Options after Transfer:

Contract Year	2	
	1-Year Term / Shield 10 / S&P 500® Index with a Cap Rate of 10%	1-Year Term / Shield 10 / Russell 2000® Index with a Cap Rate of 12%
Investment Amount at Term Start Date (second term) ⁽¹⁾	\$27,500	\$27,500

Notes to the table above:

⁽¹⁾ The Investment Amount at Term End Date is reallocated so that 50% is renewed in the same Shield Option and 50% is allocated to a new Shield Option.

DEATH BENEFITS

If you die during the Accumulation Period, we will pay a death benefit to your Beneficiary (or Beneficiaries). The standard death benefit for your Contract is described below.

Please check your Contract and riders for the specific provisions applicable to you. We will require both due proof of death and an acceptable election for the payment method before any death benefit is paid. Our obligations are subject to all payments made and actions taken by us before our receipt of Notice of due proof of death. Any death benefit will be paid in accordance with applicable law or regulations governing death benefit payments. (See “General Death Benefit Provisions” below.)

Standard Death Benefit

If you are age 76 or older at the Issue Date of your Contract, the standard death benefit is the Account Value.

If you are age 75 or younger at the Issue Date of your Contract, the standard death benefit will be the Return of Premium death benefit which is the greater of:

(1) your Account Value; or

(2) your Purchase Payment, reduced proportionately by the percentage reduction in Account Value of the Shield Option(s) and the Fixed Account for each partial withdrawal (including any applicable Withdrawal Charge).

If a non-natural person owns the Contract, then the Annuitant will be deemed to be the Owner for purposes of determining the Death Benefit Amount. If Joint Owners are named, the age of the oldest Joint Owner will be used to determine the Death Benefit Amount.

If the Owner is a natural person and the Owner is changed to someone other than a spouse, the Death Benefit Amount will be determined as defined above; however, for the Return of Premium death benefit, subsection (2) will be changed to provide as follows: “the Account Value as of the effective date of the change of Owner, reduced proportionately by the percentage reduction in Account Value of the Shield Option(s) and the Fixed Account for each partial withdrawal (including any applicable Withdrawal Charge) made after such date.”

In the event that a Beneficiary who is the spouse of the Owner elects to continue the Contract in his or her name after the Owner dies, the Death Benefit Amount for the Return of Premium death benefit, will be determined in accordance with (1) or (2) above.

The Death Benefit Amount cannot be withdrawn as a lump sum prior to the death of the Owner (or Annuitant where the Owner is a non-natural person).

The current Death Benefit Amount will appear on any reports that are sent to you.

The death benefit terminates (a) upon termination of the Contract; (b) when the entire Account Value is applied to an Annuity Option; or (c) when the Account Value is reduced to zero.

See Appendix C for examples of the Return of Premium death benefit.

General Death Benefit Provisions

If the Beneficiary under a Qualified Contract is the Annuitant’s spouse, the tax law generally allows distributions to begin by the year in which the Annuitant would have reached 70^{1/2} (which may be more or less than five years after the Annuitant’s death).

The Death Benefit Amount is determined as of the end of the Business Day on which we receive both due proof of death and an acceptable election for the payment method. Where there are multiple Beneficiaries, the death benefit will be determined as of the time the first Beneficiary submits the necessary documentation in Good Order. The Death Benefit Amount remains in the Contract until each of the other Beneficiaries submits the necessary documentation in Good Order to claim his/her death benefit. Any Death Benefit Amounts held in the Contract on behalf of the remaining Beneficiaries will remain in the existing Shield Options and/or the Fixed Account and are subject to fluctuation in value. This risk is borne by the Beneficiaries. There is no additional death benefit guarantee.

For the Return of Premium death benefit, if the Beneficiary chooses to continue the Contract, any excess of the Death Benefit Amount over the Account Value will be allocated to the Fixed Account. If the Fixed Account is not available, any excess amount of the Death Benefit Amount over the Account Value will be allocated into the Shield Option with, in order of priority, the shortest Term, the highest Shield Rate, and the lowest Cap Rate from the Shield Options available at the next Contract Anniversary, unless otherwise directed by the Beneficiary.

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Upon the death of either Owner, the surviving Joint Owner will be the primary Beneficiary. Any other Beneficiary designation will be treated as a contingent Beneficiary, unless instructed otherwise.

If we are presented with notification of your death before any requested transaction is completed, we will cancel the request. As described above, the death benefit will be determined when we receive both due proof of death and an election for the payment method.

We will pay interest on any delayed death benefit payments in accordance with the laws and regulations in effect under the applicable state law.

Controlled Payout

You may elect to have the death benefit proceeds paid to your Beneficiary in the form of Income Payments for life or over a period of time that does not exceed your Beneficiary's life expectancy. This election must be in writing in a form acceptable to us. You may revoke the election only in writing and only in a form acceptable to us. Upon your death, the Beneficiary cannot revoke or modify your election. The Controlled Payout is only available to Non-Qualified Contracts.

Death of Owner During the Accumulation Period

The death benefit will be paid to your Beneficiary(ies) upon your death, or the first death of a Joint Owner. If the Contract is owned by a non-natural person, the Annuitant will be deemed the Owner in determining the death benefit. If there are Joint Owners, the age of the older Owner will be used to determine the death benefit.

Death of Annuitant During the Accumulation Period

Upon the death of an Annuitant, who is not the Owner or Joint Owner, the Owner (or Oldest Joint Owner) automatically becomes the Annuitant, unless the Owner, subject to our underwriting requirements in effect at the time of the request, chooses a new Annuitant. If the Owner is a non-natural person, the death of the Annuitant will be treated as the death of an Owner, and a new Annuitant may not be named. (See "Death of Owner During the Accumulation Period" above).

Death Benefit Options

In the event an Owner (or the Annuitant, where the Owner is not an individual) dies during the Accumulation Period, a Beneficiary must choose payment of the death benefit under one of the options below (unless the Owner has previously made the election). The death benefit options available under the Contract include the following and any other options acceptable to you and us:

(a) Option 1—lump sum payment in cash; or

(b) Option 2—payment of the entire death benefit within five (5) years of the date of death of the Owner or the first Joint Owner to die; or

(c) Option 3—payment of the death benefit under an Annuity Option or other periodic payment option acceptable to us in substantially equal periodic payments (made at least annually) over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one (1) year of the date of death of the Owner or the first Joint Owner to die. Any portion of the death benefit not applied within one (1) year of the date of the Owner's or Joint Owner's death must be distributed within five (5) years of the date of death.

For Non-Qualified Contracts, payment must begin within one year of the date of death. For Qualified Contracts, payment must begin no later than the end of the calendar year immediately following the year of death.

We may also offer a payment option, for both Non-Qualified Contracts and certain Qualified Contracts, under which your Beneficiary may receive payments, over a period not extending beyond his or her life expectancy, under a method of distribution similar to the distribution of RMDs from Individual Retirement Accounts. If this option is elected, we will issue a new contract to your Beneficiary in order to facilitate the distribution of payments. Upon the death of your Beneficiary, the death benefit would be required to be distributed to your Beneficiary's Beneficiary at least as rapidly as under the method of distribution in effect at the time of your Beneficiary's death. (See "FEDERAL TAX CONSIDERATIONS.")

If a lump sum payment is elected and all the necessary requirements are met, the payment will be made within seven (7) days.

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Beneficiary Continuation Options. We offer two types of Beneficiary Continuation Options during the Accumulation Period: the Spousal Continuation and Non-Spousal Beneficiary Continuation Options described below. We must receive Notice of the election of one of these Beneficiary Continuation Options by the end of the 90th day after we receive Notice of due proof of death. If the surviving spouse qualifies for Spousal Continuation and has not chosen one of the death benefit options above by the end of the 90 day period, the Spousal Continuation Option will be automatically applied on the 90th day. If a Non-Spousal Beneficiary qualifies for Non-Spousal Beneficiary Continuation and has not chosen one of the death benefit options above by the end of the 90 day period, the Non-Spousal Beneficiary Continuation Option will be automatically applied on the 90th day.

Spousal Continuation. If the Owner dies during the Accumulation Period, the spouse may choose to continue the Contract in his or her own name and exercise all of the Owner's rights under the Contract. Upon such election the Account Value will be adjusted to an amount equal to the Death Benefit Amount determined upon such election and receipt of due proof of death of the Owner. Any excess of the Death Benefit Amount over the Account Value will be allocated to the Fixed Account. If the Fixed Account is not available, any excess amount of the Death Benefit Amount over the Account Value will be allocated into the Shield Option with, in order of priority, the shortest Term, the highest Shield Rate, and the lowest Cap Rate from the Shield Options available at the next Contract Anniversary, unless otherwise elected by the spouse.

Spousal continuation will not satisfy minimum required distribution rules for Qualified Contracts other than IRAs (see "FEDERAL TAX CONSIDERATIONS.")

Non-Spousal Beneficiary Continuation. A Beneficiary who is not a spouse can choose to continue the Contract until the fifth anniversary of the Owner's death. The Contract can be continued by a Beneficiary only if his or her share of the death benefit is at least equal to the Minimum Account Value. If the Beneficiary continues the Contract under this provision his or her share will not be paid. It will instead be continued in the Contract on the date we determine the Death Benefit Amount. Such Beneficiary will have the right to make partial and full withdrawals of his/her share of the Contract, not subject to Withdrawal Charges. Such Beneficiary will also have the right to make transfers at the Term End Date or the Interest Rate Term End Date.

During the continuation period the Beneficiary can choose to receive his/her share of the Contract in a single lump sum payment or apply it to an Annuity Option or other option acceptable to us that must be payable for the life of the Beneficiary or for a term no longer than the life expectancy of the Beneficiary starting within one (1) year after the death of the Owner.

On the fifth anniversary of the Owner's death any Beneficiary will be paid his/her share of the Account Value that has not been applied to an Annuity Option or other settlement option permissible under the Code, in a single lump sum payment and the Contract will terminate.

INCOME PAYMENTS (THE INCOME PERIOD)

Annuity Date

Under the Contract you can receive regular Income Payments. You can choose the month and year in which those payments begin (the "Annuity Date"). The Annuity Date must not be less than thirteen (13) months from the Issue Date and will be the first day of the calendar month unless, subject to our current established administrative procedures, we allow you to select another day of the month as your Annuity Date. You can change the Annuity Date at any time before the Annuity Date, subject to certain limitations and restrictions that may apply in your state. Income Payments must begin on, or before, the Maturity Date. Please note that in the Contract, the Annuity Date and Maturity Date are the same date.

Maturity Date

The Maturity Date is specified in your Contract at purchase and is the first day of the calendar month following the Annuitant's 90th birthday or 10 years from the date we issue your Contract, whichever is later. If Income Payments don't begin on, or before, the Maturity Date, the Contract will be annuitized at the Maturity Date under the Contract's default Annuity Option, or you can make a complete withdrawal of your Account Value.

You can change or extend your Maturity Date at any time before the Maturity Date with thirty (30) days prior notice to us (subject to restrictions that may apply in your state, restrictions imposed by your selling firm and our current established administrative procedures.) The latest date we will allow you to extend to must be based on the Owner's age and not the Annuitant's age. You must contact us at our Annuity Service Office to make this election. This requirement may be changed by us. **Please be aware that once your Contract is annuitized, you are ineligible to receive the death benefit.**

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Income Payments

You (unless another payee is named) will receive Income Payments during the Income Period. The Annuitant is the natural person(s) whose life we look to in the determination of Income Payments. All Income Payments are fixed as to amount.

The Account Value, less any applicable Premium Taxes on the day immediately preceding the Annuity Date will be used to determine the Income Payment amount. The amount of each Income Payment will be based upon the Annuity Option elected, the Annuitant's age, the Annuitant's sex (where permitted by law), and the appropriate Annuity Option table. Your annuity rates will not be less than those guaranteed in your Contract at the time of purchase. If, as of the annuity calculation date, the then current Annuity Option rates applicable to this class of contracts provide an Income Payment greater than that which is guaranteed under the same Annuity Option under the Contract, the greater payment will be made.

Income Payments will be paid as monthly installments or at any frequency acceptable to you and us. If the amount of the Account Value to be applied under an Annuity Option is less than \$5,000, we reserve the right to make one lump sum payment equal to the then current Account Value in lieu of Income Payments. If the amount of the Income Payment would be less than \$100, we may reduce the frequency of payments to an interval which will result in the payment being at least \$100, but with a frequency of no less than annually.

Annuity Options

You can choose among income plans (the "Annuity Options"). You can change it at any time before the death benefit becomes payable or the Annuity Date.

If you do not choose an Annuity Option at the time you purchase the Contract, Option 2, which provides a life annuity with 10 years of guaranteed Income Payments, will automatically be applied.

You can choose one of the following Annuity Options or any other Annuity Option acceptable to us. After Income Payments begin, you cannot change the Annuity Option.

If more than one frequency is permitted under your Contract, choosing less frequent payments will result in each Income Payment being larger. Annuity Options that guarantee that payments will be made for a certain number of years regardless of whether the Annuitant or joint Annuitant are alive (such as Options 2 and 4 below) result in Income Payments that are smaller than Annuity Options without such a guarantee (such as Options 1 and 3 below). For Annuity Options with a designated period, choosing a shorter designated period will result in each Income Payment being larger.

Option 1. Life Annuity. Under this option, we will make Income Payments so long as the Annuitant is alive. We stop making Income Payments after the Annuitant's death. It is possible under this option to receive only one Income Payment if the Annuitant dies before the due date of the second payment or to receive only two Income Payments if the Annuitant dies before the due date of the third payment, and so on.

Option 2. Life Annuity With 10 Years of Income Payments Guaranteed. Under this option, we will make Income Payments so long as the Annuitant is alive. If, when the Annuitant dies, we have made Income Payments for less than ten years, we will then continue to make Income Payments to the Beneficiary for the rest of the 10 year period.

Option 3. Joint and Last Survivor Annuity. Under this option, we will make Income Payments so long as the Annuitant and a second person (joint Annuitant) are both alive. When either Annuitant dies, we will continue to make Income Payments, so long as the survivor continues to live. We will stop making Income Payments after the last survivor's death.

Option 4. Joint and Last Survivor Annuity with 10 Years of Income Payments Guaranteed. Under this option, we will make Income Payments so long as the Annuitant and a second person (joint Annuitant) are both alive. When either Annuitant dies, we will continue to make Income Payments, so long as the survivor continues to live. If, at the last death of the Annuitant and the joint Annuitant, we have made Income Payments for less than ten years, we will then continue to make Income Payments to the Beneficiary for the rest of the 10 year period.

We may require proof of the age or sex of an Annuitant before making any Income Payments under the Contract that are measured by the Annuitant's life. If the age or sex of the Annuitant has been misstated, the amount payable will be the amount that the Account Value would have provided at the correct age or sex. Once Income Payments have begun, any underpayments will be made up in one sum with the next Income Payment or in any other manner agreed to by us. Any overpayments will be deducted first from future Income Payments. No interest will be credited or charged in the event of an underpayment or overpayment.

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Upon the death of the last surviving Annuitant, the Beneficiary may choose to continue receiving income payments or to receive the commuted value of the remaining guaranteed payments. The calculation of the commuted value will be done using the then current Annuity Option rates.

Due to underwriting, administrative or Code considerations, there may be limitations on payments to the survivor under Options 3 and 4 and/or the duration of the guarantee period under Options 2 and 4.

Tax rules with respect to decedent contracts may prohibit the election of Joint and Last Survivor Annuity Options (or income types) and may also prohibit payments for as long as the Owner's life in certain circumstances.

In addition to the Annuity Options described above, we may offer an additional payment option that would allow your Beneficiary to take distribution of the Account Value over a period not extending beyond his or her life expectancy. Under this option, annual distributions would not be made in the form of an annuity, but would be calculated in a manner similar to the calculation of RMDs from IRAs. (See "FEDERAL TAX CONSIDERATIONS.") We intend to make this payment option available to both Qualified Contracts and Non-Qualified Contracts. In the event that you purchased the Contract as a Qualified Contract, you must take distribution of the Account Value in accordance with the minimum required distribution rules set forth in applicable tax law. (See "FEDERAL TAX CONSIDERATIONS.") Under certain circumstances, you may satisfy those requirements by electing an Annuity Option. Upon your death, if Income Payments have already begun, any remaining Income Payments (except under Option 1 or Option 3) would be required to be distributed to your Beneficiary at least as rapidly as under the method of distribution in effect at the time of your death.

Death of Owner During the Income Period

If the Owner (or a Joint Owner), is not the Annuitant, and dies during the Income Period, any remaining guaranteed payments under the Annuity Option elected will continue at least as rapidly as under the method of distribution in effect at the time of the Owner's (or Joint Owner's) death. Upon the death of the Owner (or a Joint Owner) during the Income Period, the Beneficiary becomes entitled to exercise the rights of the Owner. If an Owner (or Joint Owner) is the Annuitant and dies during the Income Period, any remaining Income Payments (except under Option 1 or Option 3) will be as specified in the Annuity Option chosen and will continue at least as rapidly as under the method of distribution in effect at the time of the Owner's (or Joint Owner's) death.

PREMIUM AND OTHER TAXES

We reserve the right to deduct from the Purchase Payment or Account Value any taxes relating to the Contract paid by us to any government entity (including, but not limited to, Premium Taxes, Federal, state and local withholding of income, estate, inheritance, other taxes required by law and any new or increased state income taxes that may be enacted into law). Premium taxes generally range from 0.5% to 3.5%, which are applicable only in certain jurisdictions—see Appendix E. We will determine when taxes relate to the Contract.

We may pay taxes when due and deduct that amount from the Account Value at a later date. Payment at an earlier date does not waive any right we may have to deduct amounts at a later date. Generally, it is our practice not to charge Premium Taxes until Income Payments begin.

INCOME TAXES

We reserve the right to deduct from the Contract for any income taxes which we incur because of the Contract. At the present time, however, we are not incurring any such income tax or making any such deductions.

FEDERAL TAX CONSIDERATIONS

Introduction

The following information on taxes is a general discussion of the subject. It is not intended as tax advice. The Internal Revenue Code ("Code") and the provisions of the Code that govern the Contract are complex and subject to change. The applicability of Federal income tax rules may vary with your particular circumstances. This discussion does not include all the Federal income tax rules that may affect you and your Contract. Nor does this discussion address other Federal tax consequences (such as estate and gift taxes, sales to foreign individuals or entities), or state or local tax consequences, which may affect your investment in the Contract. As a result, you should always consult a tax adviser for complete information and advice applicable to your individual situation.

You are responsible for determining whether your purchase of a Contract, withdrawals, income payments and any other transactions under your Contract satisfy applicable tax law.

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We do not expect to incur Federal, state or local income taxes on the earnings or realized capital gains attributable to the Separate Account. However, if we do incur such taxes in the future, we reserve the right to charge amounts allocated to the Separate Account for these taxes.

Any Code reference to “spouse” includes those persons who enter into lawful marriages under state law, regardless of sex.

Non-Qualified Annuity Contracts

This discussion assumes the Contract is an annuity Contract for Federal income tax purposes, that is not held in a tax qualified “plan.” Tax qualified plans include arrangements described in Code Sections 401(a), 401(k), 403(a), 403(b) or tax sheltered annuities (“TSA”), 408 or “IRAs” (including SEP and SIMPLE IRAs), 408A or “Roth IRAs” or 457(b) or governmental 457(b) plans. Contracts owned through such plans are referred to below as “qualified” contracts.

Non-Qualified Annuity Contracts Owned by Corporations and Other Legal Entities

Taxes on earnings are deferred until you take money out. Non-qualified annuity Contracts owned by a non-natural person, such as corporations or certain other legal entities (other than a trust that holds the Contract as an agent for a natural person), do not receive tax deferral on earnings.

Accumulation

Generally, an owner of a non-qualified annuity Contract is not taxed on increases in the value of the Contract until there is a distribution from the Contract, i.e. surrender, partial withdrawal income payments or commutation. This deferral of taxation on accumulated value in the Contract is limited to Contracts owned by or held for the benefit of “natural persons.” A Contract will be treated as held by a natural person even if the nominal owner is a trust or other entity which holds the Contract as an agent for the exclusive benefit of a natural person.

In contrast, a Contract owned by other than a “natural person,” such as a corporation, partnership, trust or other entity, will be taxed currently on the increase in accumulated value in the Contract in the year earned.

Surrenders or Withdrawals—Early Distribution

If you take a withdrawal from your Contract, or surrender your Contract prior to the date you commence taking annuity or “income” payments (the “Annuity Starting Date”), the amount you receive will be treated first as coming from earnings, if any, (and thus subject to income tax) and then from your purchase payments (which are not subject to income tax). If the accumulated value is less than your purchase payments upon surrender of your Contract, you might be able to claim any unrecovered purchase payments on your Federal income tax return as a miscellaneous itemized deduction.

The portion of any withdrawal from an annuity Contract that is subject to income tax will also be subject to a 10% Federal income tax penalty for “early” distribution if such withdrawal is taken prior to you reaching age 59 ¹/₂, unless an exception applies. Exceptions include distributions made:

- (a) on account of your death or disability;
- (b) as part of a series of substantially equal periodic payments payable for your life (or life expectancy) or joint lives (or joint life expectancies) of you and your designated beneficiary; or
- (c) under certain immediate income annuities providing for substantially equal payments made at least annually.

If you receive systematic payments that you intend to qualify for the “substantially equal periodic payments” exception noted above, any modifications (except due to death or disability) to your payment before age 59 ¹/₂ or within five years after beginning these payments, whichever is later, will result in the retroactive imposition of the 10% Federal income tax penalty with interest. Such modifications may include but are not limited to additional purchase payments to the Contract (including tax-free transfers or rollovers) or additional withdrawals from the Contract.

Aggregation

If you purchase two or more deferred annuity Contracts from BLIC (or its affiliates) during the same calendar year, the law requires that all such Contracts must be treated as a single Contract for purposes of determining

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whether any payments not received as an annuity (e.g., withdrawals) will be includible in income. Aggregation could affect the amount of a withdrawal that is taxable and subject to the 10% Federal income tax penalty described above. Since the IRS may require aggregation in other circumstances as well, you should consult a tax adviser if you are purchasing more than one annuity Contract from the same insurance company in a single calendar year. Aggregation does not affect distributions paid in the form of an annuity (See “Taxation of Payments in Annuity Form” below).

Exchanges/Transfers

The annuity Contract may be exchanged in whole or in part for another annuity contract or a long-term care insurance policy. An exchange in whole of an annuity for another annuity or for a qualified long-term care insurance policy will generally be a tax-free transaction under Section 1035 of the Code. The partial exchange of an annuity contract may be a tax-free transaction provided that, among other prescribed IRS conditions, no amounts are distributed from either contract involved in the exchange for 180 days following the date of the exchange—other than annuity payments made for life, joint lives, or for a term of 10 years or more. Otherwise, a withdrawal or “deemed” distribution may be includible in your taxable income (plus a 10% Federal income tax penalty) to the extent that the accumulated value of your annuity exceeds your investment in the Contract (your “gain”). Some of the ramifications of a partial exchange remain unclear. If the annuity Contract is exchanged in part for an additional annuity contract, a distribution from either contract may be taxable to the extent of the combined gain attributable to both contracts, or only to the extent of your gain in the contract from which the distribution is paid. It is not clear whether this guidance applies to a partial exchange involving long-term care contracts. Consult your tax adviser prior to a partial exchange.

A transfer of ownership of the Contract, or the designation of an annuitant or other beneficiary who is not also the Contract owner, may result in income or gift tax consequences to the Contract owner. You should consult your tax adviser if you are considering such a transfer or assignment.

Death Benefits

The death benefit is taxable to the recipient in the same manner as if paid to the Contract owner (under the rules for withdrawals or income payments, whichever is applicable).

After your death, any death benefit determined under the Contract must be distributed according to certain rules. The method of distribution that is required depends on whether you die before or after the Annuity Starting Date. If you die on or after the Annuity Starting Date, the remaining portion of the interest in the Contract must be distributed at least as rapidly as under the method of distribution being used as of the date of death. If you die before the Annuity Starting Date, the entire interest in the Contract must be distributed within five (5) years after the date of death, or as periodic payments over a period not extending beyond the life or life expectancy of the designated beneficiary (provided such payments begin within one year of your death) and the beneficiary must be a natural person. Additionally, if the annuity is payable to (or for the benefit of) your surviving spouse, that portion of the Contract may be continued with your spouse as the owner. For Contracts owned by a non-natural person, the required distribution rules apply upon the death of the annuitant. If there is more than one annuitant of a Contract held by a non-natural person, then such required distributions will be triggered by the death of the first co-annuitant.

Taxation of Payments in Annuity Form

Payments received from the Contract in the form of an annuity, are taxable as ordinary income to the extent they exceed the portion of the payment determined by applying the exclusion ratio to the entire payment. The exclusion ratio is determined at the time the Contract is annuitized (i.e. accumulated value is converted to an annuity form of distribution). Generally, the applicable exclusion ratio is your investment in the Contract divided by the total payments you expect to receive based on IRS factors, such as the form of annuity and mortality. The excludable portion of each annuity payment is the return of investment in the Contract and it is excludable from your taxable income until your investment in the Contract is fully recovered. We will make this calculation for you. However, it is possible that the IRS could conclude that the taxable portion of income payments under a non-qualified Contract is an amount greater—or less—than the taxable amount determined by us and reported by us to you and the IRS.

Once you have recovered the investment in the Contract, further annuity payments are fully taxable. If you die before your investment in the Contract is fully recovered, the balance may be deducted on your last tax return, or if annuity payments continue after your death, the balance may be deducted by your beneficiary.

The IRS has not furnished explicit guidance as to how the excludable amount is to be determined each year under variable income annuities that permit transfers between a fixed annuity option and variable investment

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options, as well as transfers between investment options after the Annuity Starting Date. Once annuity payments have commenced, you may not be able to transfer to another non-qualified annuity contract or a long-term care contract as part of a tax-free exchange.

If you receive payments that you intend to qualify for the “substantially equal periodic payments” exception noted above, any modifications (except due to death or disability) to your payment before age 59 1/2 or within five years after beginning these payments, whichever is later, will result in the retroactive imposition of the 10% Federal income tax penalty with interest. Such modifications may include additional purchase payments or withdrawals (including tax-free transfers or rollovers of income payments) from the Contract.

If the Contract allows, you may elect to convert less than the full value of your Contract to an annuity form of pay-out (i.e., “partial annuitization.”) In this case, your investment in the Contract will be pro-rated between the annuitized portion of the Contract and the deferred portion. An exclusion ratio will apply to the annuity payments as described above, provided the annuity form you elect is payable for at least 10 years or for the life of one or more individuals.

3.8% Tax on Net Investment Income

Federal tax law imposes a 3.8% Medicare tax on the lesser of:

(1) the taxpayer’s “net investment income,” (from non-qualified annuities, interest, dividends, and other investments, offset by specified allowable deductions); or

(2) the taxpayer’s modified adjusted gross income in excess of a specified income threshold (\$250,000 for married couples filing jointly and qualifying widows, \$125,000 for married couples filing separately, and \$200,000 for single filers).

“Net investment income” in Item 1 above does not include distributions from tax qualified plans, (i.e., arrangements described in Code Sections 401(a), 403(a), 403(b), 408, 408A or 457(b)), but such income will increase modified adjusted gross income in Item 2 above.

You should consult your tax adviser regarding the applicability of this tax to income under your annuity Contract.

Qualified Annuity Contracts

Introduction

Currently, the Contract is available for use in connection with Non-Qualified Plans, Traditional IRAs and Roth IRAs. In general, annuity contracts purchased through certain types of retirement plans receive favorable treatment under the Code (“tax qualified plans”). Tax-qualified plans include arrangements described in Code Sections 401(a), 401(k), 403(a), 403(b) or tax sheltered annuities (“TSA”), 408 or “IRAs” (including SEP and SIMPLE IRAs), 408A or “Roth IRAs” or 457 (b) or 457(b) governmental plans. Extensive special tax rules apply to qualified plans and to the annuity Contracts used in connection with these plans. Therefore, the following discussion provides only general information about the use of the Contract with the various types of qualified plans. Adverse tax consequences may result if you do not ensure that contributions, distributions and other transactions with respect to the Contract comply with the law.

The rights to any benefit under the plan will be subject to the terms and conditions of the plan itself as well as the terms and conditions of the Contract.

We exercise no control over whether a particular retirement plan or a particular contribution to the plan satisfies the applicable requirements of the Code, or whether a particular individual is entitled to participate or benefit under a plan.

All qualified plans and arrangements receive tax deferral under the Code. Since there are no additional tax benefits in funding such retirement arrangements with an annuity, there should be reasons other than tax deferral for acquiring the annuity within the plan. Such non-tax benefits may include additional insurance benefits, such as the availability of a guaranteed income for life.

Accumulation

The tax rules applicable to qualified plans vary according to the type of plan and the terms and conditions of the plan itself. Both the amount of the contribution that may be made and the tax deduction or exclusion that you may claim for that contribution under qualified plans are limited under the Code.

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Purchase payments or contributions to IRAs or tax qualified retirement plans of an employer may be taken from current income on a before tax basis or after tax basis. Purchase payments made on a “before tax” basis entitle you to a tax deduction or are not subject to current income tax. Purchase payments made on an “after tax” basis do not reduce your taxable income or give you a tax deduction. Contributions may also consist of transfers or rollovers as described below and are not subject to the annual limitations on contributions.

The Contract will accept as a single purchase payment a transfer or rollover from another IRA or rollover from an eligible retirement plan of an employer (i.e., 401(a), 401(k), 403(a), 403(b) or governmental 457(b) plans.) It will also accept a rollover or transfer from a SIMPLE IRA after the taxpayer has participated in such arrangement for at least two years. As part of the single purchase payment, the IRA Contract will also accept an IRA contribution subject to the Code limits for the year of purchase.

Taxation of Annuity Distributions

If contributions are made on a “before tax” basis, you generally pay income taxes on the full amount of money you receive under the Contract. Withdrawals attributable to any after-tax contributions are your basis in the Contract and not subject to income tax (except for the portion of the withdrawal allocable to earnings if any). Under current Federal income tax rules, the taxable portion of distributions under annuity contracts and qualified plans (including IRAs) is not eligible for the reduced tax rate applicable to long-term capital gains and qualifying dividends.

If you meet certain requirements, your Roth IRA earnings can be received free of Federal income taxes.

With respect to IRA Contracts, we will withhold a portion of the taxable amount of your withdrawal for income taxes, unless you elect otherwise. The amount we will withhold is determined by the Code.

Withdrawals Prior to Age 59 ½

A taxable withdrawal from a qualified plan which is subject to income tax may also be subject to a 10% Federal income tax penalty for “early” distribution if taken prior to age 59 ½, unless an exception described below applies.

These exceptions include withdrawals made:

- (a) on account of your death or disability, or
- (b) as part of a series of substantially equal periodic payments payable for your life (or life expectancy) or joint lives (or joint life expectancies) of you and your designated beneficiary and you are separated from employment.

If you receive systematic payments that you intend to qualify for the “substantially equal periodic payments” exception noted above, any modifications (except due to death or disability) to your payment before age 59 ½ or within five years after beginning these payments, whichever is later, will result in the retroactive imposition of the 10% Federal income tax penalty with interest. Such modifications may include but are not limited to additional purchase payments to the Contract (including tax-free transfers or rollovers) and additional withdrawals from the Contract.

In addition to death, disability and as part of a series of substantially equal periodic payments as indicated above, a withdrawal or distribution from an IRA (including Roth IRAs) will avoid the penalty (1) if the distribution is to pay deductible medical expenses; (2) if the distribution is to pay IRS levies (and made after December 31, 1999); (3) if the distribution is used to pay for medical insurance (if you are unemployed), qualified higher education expenses, or for a qualified first time home purchase up to \$10,000. Other exceptions may be applicable under certain circumstances and special rules may be applicable in connection with the exceptions enumerated above.

Rollovers

Your Contract is non-forfeitable (i.e., not subject to the claims of your creditors) and non-transferable (i.e., you may not transfer it to someone else).

Under certain circumstances, you may be able to transfer amounts distributed from your Contract to another eligible retirement plan or IRA.

Generally, a distribution may be eligible for rollover. Certain types of distributions cannot be rolled over, such as distributions received on account of:

- (a) minimum distribution requirements, or
- (b) financial hardship; or

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(c) for a period of ten or more years or for life.

20% Withholding on Eligible Rollover Distributions

For certain qualified employer plans, we are required to withhold 20% of the taxable portion of your withdrawal that constitutes an “eligible rollover distribution” for Federal income taxes. The amount we withhold is determined by the Code. You may avoid withholding if you directly transfer a withdrawal from this Contract to another qualified plan or IRA. Similarly, you may be able to avoid withholding on a transfer into this Contract from an existing qualified plan you may have with another provider by arranging to have the transfer made directly to us. For taxable withdrawals that are not “eligible rollover distributions,” the Code imposes different withholding rules to determine the withholding percentages.

Death Benefits

The death benefit is taxable to the recipient in the same manner as if paid to the Contract owner or plan participant (under the rules for withdrawals or income payments, whichever is applicable).

Distributions required from a qualified annuity Contract following your death depend on whether you die before you had converted your Contract to an annuity form and started taking annuity payments (your Annuity Starting Date). If you die on or after your Annuity Starting Date, the remaining portion of the interest in the Contract must be distributed at least as rapidly as under the method of distribution being used as of the date of death. If you die before your Annuity Starting Date, the entire interest in the Contract must be distributed within five (5) years after the date of death, or as periodic payments over a period not extending beyond the life or life expectancy of the designated beneficiary (provided such payments begin within one year of your death). Your designated beneficiary is the person to whom benefit rights under the Contract pass by reason of death the beneficiary must be a natural person in order to elect a periodic payment option based on life expectancy or a period exceeding five years.

If the annuity is payable to (or for the benefit of) your surviving spouse, that portion of the Contract may be continued with your spouse as the owner. If your Contract permits, your beneficiary spouse may delay the start of these payments until December 31 of the year in which you would have reached age 70 ¹/₂.

Alternatively, your spouse may elect to rollover the death proceeds into his or her own IRA, or he or she may elect to transfer the death proceeds into an inherited IRA.

If your beneficiary is not your spouse and your plan and Contract permit, your beneficiary may be able to rollover the death proceeds via a direct trustee-to-trustee transfer into an inherited IRA. However, a non-spouse beneficiary may not treat the inherited IRA as his or her own IRA.

Required Minimum Distributions

Generally, you must begin receiving amounts from your retirement plan by April 1 following the latter of:

- (a) the calendar year in which you reach age 70 ¹/₂; or
- (b) the calendar year you retire, provided you do not own more than 5% of the outstanding stock, capital, or profits of your employer.

For IRAs, you must begin receiving withdrawals by April 1 of the year after you reach age 70 ¹/₂ even if you have not retired.

A tax penalty of 50% applies to the shortfall of any required minimum distributions you fail to receive.

The minimum required distribution is calculated with respect to each IRA, but the aggregate distribution may be taken from any one or more of your IRAs.

Complex rules apply to the calculation of these withdrawals. In general, income tax regulations permit income payments to increase based not only with respect to the investment experience of the portfolios but also with respect to actuarial gains.

The regulations also require that the value of benefits under a deferred annuity including certain death benefits in excess of Contract value must be added to the amount credited to your account in computing the amount required to be distributed over the applicable period. We will provide you with additional information regarding the amount that is subject to minimum distribution under this rule. You should consult your own tax adviser as to how these rules affect your own distribution under this rule.

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If you intend to receive your minimum distributions which are payable over the joint lives of you and a beneficiary who is not your spouse (or over a period not exceeding the joint life expectancy of you and your non-spousal beneficiary), be advised that Federal tax rules may require that payments be made over a shorter period or may require that payments to the beneficiary be reduced after your death to meet the minimum distribution incidental benefit rules and avoid the 50% excise tax. You should consult your own tax adviser as to how these rules affect your own Contract.

Required minimum distribution rules that apply to other types of IRAs while you are alive do not apply to Roth IRAs. However, in general, the IRA post-death rules with respect to minimum distributions do apply to beneficiaries of Roth IRAs.

Additional Information regarding IRAs

Purchase payments

Traditional IRA purchase payments (except for permissible rollovers and direct transfers) are generally not permitted after you attain age 70 ¹/₂. Except for permissible rollovers and direct transfers, purchase payments for individuals are limited in the aggregate to the lesser of 100% of compensation or the deductible amount established each year under the Code. A purchase payment up to the deductible amount can also be made for a non-working spouse provided the couple's compensation is at least equal to their aggregate contributions. Individuals age 50 and older are permitted to make additional "catch-up" contributions if they have sufficient compensation. If you or your spouse are an active participant in a retirement plan of an employer, your deductible contributions may be limited. If you exceed purchase payment limits you may be subject to a tax penalty.

Roth IRA purchase payments for individuals are non-deductible (made on an "after tax" basis) and are limited to the lesser of 100% of compensation or the annual deductible IRA amount. Individuals age 50 and older can make an additional "catch-up" purchase payment each year (assuming the individual has sufficient compensation). You may contribute up to the annual purchase payment limit if your modified adjusted gross income does not exceed certain limits. You can contribute to a Roth IRA after age 70 ¹/₂. If you exceed purchase payment limits, you may be subject to a tax penalty.

Withdrawals

If and to the extent that Traditional IRA purchase payments are made on an "after tax" basis, withdrawals would be included in income except for the portion that represents a return of non-deductible purchase payments. This portion is generally determined based upon the ratio of all non-deductible purchase payments to the total value of all your Traditional IRAs (including SEP IRAs and SIMPLE IRAs). We withhold a portion of the amount of your withdrawal for income taxes, unless you elect otherwise. The amount we withhold is determined by the Code.

Generally, withdrawal of earnings from Roth IRAs are free from Federal income tax if (1) they are made at least five taxable years after the tax year for which you made your first purchase payment to a Roth IRA; and (2) they are made on or after the date you reach age 59 ¹/₂ or upon your death, disability or for a qualified first-home purchase (up to \$10,000). Withdrawals from a Roth IRA are made first from purchase payments and then from earnings. We may be required to withhold a portion of your withdrawal for income taxes, unless you elect otherwise. The amount will be determined by the Code.

Conversion

Traditional IRAs may be converted to Roth IRAs. Except to the extent you have non-deductible contributions, the amount converted from an existing Traditional IRA into a Roth IRA is taxable. Generally, the 10% Federal income tax penalty does not apply. However, the taxable amount to be converted must be based on the fair market value of the entire annuity contract being converted into a Roth IRA. Such fair market value, in general, is to be determined by taking into account the value of all benefits (both living benefits and death benefits) in addition to the account balance; as well as adding back certain loads and charges incurred during the prior twelve month period. Your Contract may include such benefits and applicable charges. Accordingly, if you are considering such conversion of your annuity Contract, please consult your tax adviser. The taxable amount may exceed the account balance at the date of conversion.

A Roth IRA Contract may also be re-characterized as a Traditional IRA, if certain conditions are met. Please consult your tax adviser.

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Additional Federal Tax Considerations

Non-Qualified Annuity Contracts

Changes to Tax Rules and Interpretations

Changes to applicable tax rules and interpretations can adversely affect the tax treatment of your Contract. These changes may take effect retroactively.

We reserve the right to amend your Contract where necessary to maintain its status as an Annuity Contract under Federal tax law and to protect you and other Contract owners from adverse tax consequences.

The **3.8 % Medicare tax** applies to the lesser of (1) “net investment income” or the excess of the modified adjusted gross income over the applicable threshold amount (\$250,000 for married couples filing jointly and qualifying widows, \$125,000 for married couples filing separately, and \$200,000 for single filers) and will result in the following top tax rates on investment income:

Capital Gains	Dividends	Other
23.8%	43.4%	43.4%

Qualified Annuity Contracts

Annuity contracts purchased through tax qualified plans are subject to limitations imposed by the Code and regulations as a condition of tax qualification. There are various types of tax qualified plans which have certain beneficial tax consequences for Contract owners and plan participants.

Types of Qualified Plans

The following includes individual account-type plans which may hold an annuity Contract as described in the Prospectus.

IRA

Established by an individual, or employer as part of an employer plan.

Roth Account

Individual or employee plan contributions made to certain plans on an after-tax basis. An IRA may be established as a Roth IRA, and 401(k), 403(b) and 457(b) plans may provide for Roth accounts.

Comparison of Plan Limits for Individual Contributions:

Plan Type	Elective Contribution	Catch-up Contribution
IRA	\$5,500	\$1,000
SIMPLE	\$12,500	\$3,000
401(k)	\$18,000	\$6,000
SEP/401(a)	(Employer contributions only)	
403(b) [TSA]	\$18,000	\$6,000
457(b)	\$18,000	\$6,000

Dollar limits are for 2017 and subject to cost-of-living adjustments in future years. Employer-sponsored individual account plans (other than 457(b) plans) may provide for additional employer contributions not to exceed the greater of \$54,000 or 25% of an employee’s compensation for 2017.

Federal Estate Taxes

While no attempt is being made to discuss the Federal estate tax implications of the Contract, you should bear in mind that the value of an annuity contract owned by a decedent and payable to a beneficiary by virtue of surviving the decedent is included in the decedent’s gross estate. Depending on the terms of the annuity contract, the value of the annuity included in the gross estate may be the value of the lump sum payment payable to the designated beneficiary or the actuarial value of the payments to be received by the beneficiary. Consult an estate planning adviser for more information.

Generation-Skipping Transfer Tax

Under certain circumstances, the Code may impose a “generation-skipping transfer tax” when all or part of an annuity contract is transferred to, or a death benefit is paid to, an individual two or more generations younger than the contract owner. Regulations issued under the Code may require us to deduct the tax from your contract, or from any applicable payment, and pay it directly to the IRS.

Annuity Purchase Payments by Nonresident Aliens and Foreign Corporations

The discussion above provides general information regarding U.S. Federal income tax consequences to annuity purchasers that are U.S. citizens or residents. Purchasers that are not U.S. citizens or residents will generally be subject to U.S. Federal withholding tax on taxable distributions from annuity contracts at a 30% rate, unless a lower treaty rate applies. In addition, purchasers may be subject to state and/or municipal taxes and taxes that may be imposed by the purchaser’s country of citizenship or residence. Prospective purchasers are advised to consult with a qualified tax adviser regarding U.S., state and foreign taxation with respect to an annuity contract purchase.

YOUR RIGHT TO CANCEL (FREE LOOK)

If you change your mind about owning the Contract, you can cancel it within a certain time period after receiving it. This is known as a “Free Look.” We ask that you submit your request to cancel in writing, signed by you, to us (e.g., the Annuity Service Office) or to the agent who sold it. When you cancel the Contract within this Free Look period, we will not assess a Withdrawal Charge. Unless otherwise required by state law, you will receive whatever your Contract is worth on the day that we receive your cancellation request. The amount you receive may be more or less than your Purchase Payment depending upon the Shield Options you allocated your Purchase Payment to during the Free Look period. This means that you bear the risk of any decline in the Account Value of your Contract during the Free Look period. We do not refund any charges or deductions assessed during the Free Look period. In certain states, we are required to give back your Purchase Payment if you decide to cancel your Contract during the Free Look period.

OWNERSHIP PROVISIONS

Owner. You, as the Owner, have all the interest and rights under the Contract. Subject to our administrative procedures, we may also permit ownership by a corporation (a type of non-natural person) or other legal entity.

These rights include the right to:

- (a) change the Beneficiary.
- (b) change the Annuitant before the Annuity Date (subject to our underwriting and administrative rules).
- (c) assign the Contract (subject to limitation).
- (d) change the Income Payment option before the Annuity Date.
- (e) exercise all other rights, benefits, options and privileges permitted by the Contract or us.

The Owner is as designated at the time the Contract is issued, unless changed. You may change the Owner at any time. Any change of Owner is subject to our underwriting requirements in effect at the time of the request. A change of Owner will automatically revoke any prior designation of the Owner.

Joint Owner. The Contract can be owned by Joint Owners, limited to natural persons. Either Joint Owner can exercise all rights under the Contract unless you inform us otherwise as indicated on the Contract Schedule or in a Notice to us. Upon the death of either Owner, the surviving Joint Owner will be the primary Beneficiary, unless you inform us otherwise. Any other Beneficiary designation will be treated as a contingent Beneficiary unless otherwise indicated on the Contract Schedule or in a Notice to us.

Annuitant. The Annuitant is the natural person(s) on whose life we base Income Payments. The Annuitant is the person designated by you on the Issue Date. You can change the Annuitant at any time prior to the Annuity Date, unless an Owner is not a natural person. Any reference to Annuitant includes any joint Annuitant under an Annuity Option. The Owner and the Annuitant do not have to be the same person except as required under certain sections of the Code. Any change of the Annuitant is subject to our underwriting requirements in effect at the time of the request.

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Beneficiary. The person(s) or entity(ies) you name to receive a death benefit payable under the Contract upon the death of the Owner or a Joint Owner, or in certain circumstances, an Annuitant. The Beneficiary is named at the time the Contract is issued unless changed at a later date. Unless an irrevocable Beneficiary has been named, you can change the Beneficiary at any time before you die by filing a Notice with us. If Joint Owners are named, and unless you tell us otherwise, the surviving Joint Owner will be the primary Beneficiary. Any other primary Beneficiary designation will be treated as the contingent Beneficiary.

Assignment. Our rights as evidenced by a Contract may not be assigned without our written consent and is subject to our underwriting requirements. You may not assign your rights under the Contract after the start of Income Payments. In certain tax markets, assignment of the Contract is prohibited by the Code. If the Contract is assigned absolutely, we will treat it as a change of ownership and all rights will be transferred. We are not bound by any assignment request unless it is in writing and until it is received at our Annuity Service Office. We assume no responsibility for the validity or effect of any assignment. We will not be liable for any payment or other action we take in accordance with the Contract before we record the assignment. Assignments will be effective as of the date the written notice of assignment was signed, subject to all payments made and actions taken by us before a copy of the signed assignment form is received by us at our Annuity Service Office. You should consult your tax advisor regarding the tax consequences of an assignment. **An assignment may be a taxable event.**

ABANDONED PROPERTY REQUIREMENTS

Every state has unclaimed property laws that generally declare non-ERISA (“Employee Retirement Income Security Act of 1974”) annuity contracts to be abandoned after a period of inactivity of three to five years from the contract’s maturity date or the date the death benefit is due and payable. For example, if the payment of a death benefit has been triggered, but, if after a thorough search, we are still unable to locate the Beneficiary of the death benefit, or the Beneficiary does not come forward to claim the death benefit in a timely manner, the death benefit will be paid to the abandoned property division or unclaimed property office of the state in which the Beneficiary or you last resided, as shown on our books and records, or to our state of domicile. (Escheatment is the formal, legal name for this process.) However, the state is obligated to pay the death benefit (without interest) if your Beneficiary steps forward to claim it with the proper documentation. To prevent your Contract’s proceeds from being paid to the state abandoned or unclaimed property office, it is important that you update your Beneficiary designations, including addresses, if and as they change. Please call 1-800-343-8496 to make such changes.

SUSPENSION OF PAYMENTS OR TRANSFERS

We may be required to suspend or delay the payment of death benefits, the calculation of income payments, withdrawals and transfers when we cannot obtain an Index Value under the following circumstances:

- (i) the NYSE is closed (other than customary weekend and holiday closings);
- (ii) trading on the NYSE is restricted;
- (iii) an emergency exists such that we cannot value Investment Amounts; or
- (iv) during any other period when a regulator by order, so permits.

WHEN WE CAN CANCEL YOUR CONTRACT

We may terminate your Contract by paying you the Account Value in one sum if, prior to the Annuity Date the Minimum Account Value after any partial withdrawal is less than \$2,000 or any lower amount required by Federal tax laws. Accordingly, no Contract will be terminated due solely to negative Index Performance. We will only do so to the extent allowed by law. If we do so, we will return the full Account Value. Federal tax law may impose additional restrictions on our right to cancel your Traditional IRA or Roth IRA Contract. We will not terminate any Contract if at the time the termination would otherwise occur the guaranteed amount under any death benefit is greater than the Account Value. For all other Contracts, we reserve the right to exercise this termination provision, subject to obtaining any required regulatory approvals. State variations may apply.

THE INSURANCE COMPANY

Brighthouse Life Insurance Company (“BLIC”)

BLIC is a stock insurance company originally chartered in 1863 and currently subject to the laws of the state of Delaware. BLIC was previously known as MetLife Insurance Company of Connecticut but changed its name to MetLife Insurance Company USA when it changed its state of domicile from Connecticut to Delaware following the close of business on November 14, 2014. We changed our name to Brighthouse Life Insurance Company on March 6, 2017. BLIC is licensed to conduct business in all states of the United States, except New York, and in the District of Columbia, Puerto Rico, Guam, the U.S. and British Virgin Islands and the Bahamas. BLIC is a subsidiary of, and controlled by, MetLife, Inc. (“MetLife”), a publicly traded company (see “Planned Separation from MetLife, Inc.” below). MetLife, through its subsidiaries and affiliates, is a leading provider of insurance and other financial services to individual and institutional customers.

BLIC’s executive offices are located at 11225 North Community House Road, Charlotte, NC 28277. The office that administers your Contract is located at 4700 Westown Parkway, Ste. 200, West Des Moines, Iowa 50266.

Planned Separation from MetLife, Inc.

In January 2016, MetLife announced its plan to pursue the separation of a substantial portion of its U.S. retail business. In preparation for the planned separation, in August 2016 MetLife formed a new, wholly-owned Delaware holding company, Brighthouse Financial, Inc. (Brighthouse Financial), which filed a registration statement on Form 10 (the Form 10) with the SEC on October 5, 2016, as amended on December 6, 2016, April 18, 2017, June 2, 2017, June 23, 2017 and June 30, 2017, reflecting MetLife’s current initiative to conduct the separation in the form of a spin-off.

To effect the separation, first, MetLife expects to undertake the restructuring described in more detail in the Form 10. The restructuring would result in future Brighthouse Financial subsidiaries, including BLIC, being wholly-owned subsidiaries of Brighthouse Financial. Following the restructuring, MetLife would distribute at least 80.1% of Brighthouse Financial’s common stock to MetLife’s shareholders (the Distribution), and Brighthouse Financial would become a separate, publicly traded company. The separation remains subject to certain conditions including, among others, the continued validity of a private letter ruling from the IRS, which MetLife received, the receipt and continued validity of a tax opinion of a nationally recognized accounting firm regarding certain U.S. federal income tax matters, receipt of the approval of state insurance and other regulatory authorities and an SEC declaration of the effectiveness of the Form 10. The MetLife board of directors has approved the Distribution, which is expected to occur on August 4, 2017.

Following the Distribution, if it occurs, BLIC will be a wholly-owned subsidiary of, and ultimately controlled by, Brighthouse Financial. MetLife currently plans to dispose of its remaining shares of Brighthouse Financial common stock as soon as practicable following the Distribution, but in no event later than five years after the Distribution. For more information about Brighthouse Financial and the Distribution, please see the most recent amendment to Brighthouse Financial’s Form 10 (SEC File No. 001- 37905), available via the SEC’s EDGAR system on its website at <https://www.sec.gov/edgar/searchedgar/companysearch.html>.

No assurances can be given regarding the final form the Distribution (or any alternative separation transaction) may take or the specific terms thereof, or that the Distribution (or any other form of separation) will in fact occur. However, any separation transaction will not affect the terms or conditions of your variable contract. BLIC will remain fully responsible for its contractual obligations to variable contract owners, and you should carefully consider the potential impact of any separation transaction that may occur on BLIC’s financial strength and claims-paying ability.

THE SEPARATE ACCOUNT

The assets of the Separate Account are held in our name on behalf of the Separate Account and legally belong to us. We are obligated to pay all money we owe under the Contracts—such as death benefits and Income Payments—even if that amount exceeds the assets in the Separate Account. Any such amount that exceeds the assets in the Separate Account is paid from our General Account. Amounts paid from the General Account are subject to the financial strength and claims paying ability of BLIC and our long term ability to make such payments and are not guaranteed by any other party. We issue other annuity contracts and life insurance policies where we pay all money we owe under those contracts and policies from our General Account. BLIC is regulated as an insurance company under state law, which includes, generally, limits on the amount and type of investments in its General Account. However, there is no guarantee that we will be able to meet our claims paying obligations; there are risks to purchasing any insurance product.

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A Purchase Payment made to the Contract is allocated to the Separate Account. We have exclusive and absolute ownership and control of the assets of the Separate Account. It is a non-unitized separate account. You do not share in the investment performance of assets allocated to the Separate Account. All investment income, gains and losses, whether or not realized, from assets allocated to the Separate Account are borne by BLIC. The obligations under the Contract are independent of the investment performance of the Separate Account and are our obligations.

We will maintain in the Separate Account assets with an aggregate value at least equal to the reserves for all contracts allocated under the Separate Account.

If the aggregate value of such assets in the Separate Account should fall below such amount, we will transfer assets into the Separate Account so that the value of the Separate Account's assets is at least equal to such amount. Assets supporting reserves for annuity benefits under such contracts, in the course of payment, will not be maintained in the Separate Account.

INVESTMENTS BY BLIC

We must invest our assets according to applicable state laws regarding the nature, quality and diversification of investments that may be made by life insurance companies. In general, these laws permit investments, within specified limits and subject to certain qualifications, in Federal, state and municipal obligations, corporate bonds, preferred and common stocks, real estate mortgages, real estate and certain other investments. Purchase Payments made to these Contracts issued by BLIC are invested in the Separate Account. The Separate Account is a non-unitized separate account. Owners do not share in the investment performance of assets allocated to the Separate Account. The obligations under the Contract are independent of the investment performance of the Separate Account and are the obligations of BLIC.

ANNUAL STATEMENT

At least once each calendar year, we will send you a statement that will show:

- (i) your Account Value;
- (ii) all transactions regarding your Contract during the year; and
- (iii) the Investment Amount and interest credited to your Contract.

Such statements will be sent to your last known address on our records. You will have sixty (60) days from the date you receive such statement to inform us of any errors, otherwise such statement will be deemed final and correct.

DISTRIBUTION OF THE CONTRACTS

Brighthouse Securities, LLC ("Brighthouse Securities") is the principal underwriter and distributor of the securities offered through this prospectus. Brighthouse Securities is our affiliate and its principal executive offices are located at 11225 North Community House Road, Charlotte, NC 28277. Brighthouse Securities is a member of the Financial Industry Regulatory Authority (FINRA). FINRA provides background information about broker-dealers and their registered representatives through FINRA BrokerCheck. You may contact the FINRA BrokerCheck Hotline at 1-800-289-9999, or log on to www.finra.org. An investor brochure that includes information describing FINRA BrokerCheck is available through the Hotline or on-line.

Brighthouse Securities, and in certain cases, we, have entered into selling agreements with other selling firms for the sale of the Contracts. We pay compensation to Brighthouse Securities for sales of the Contracts by selling firms. We also pay amounts to Brighthouse Securities that may be used for its operating and other expenses, including the following sales expenses: compensation and bonuses for Brighthouse Securities' management team, advertising expenses and other expenses of distributing the Contracts. Brighthouse Securities' management team and registered representatives also may be eligible for non-cash compensation items that we may provide jointly with Brighthouse Securities. Non-cash items include conferences, seminars and trips (including travel, lodging and meals in connection therewith), entertainment, merchandise and other similar items.

Selling Firms

As noted above, Brighthouse Securities, and in certain cases, we, have entered into selling agreements with selling firms for the sale of the Contracts. All selling firms receive commissions, and they may also receive some

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form of non-cash compensation. Certain selected selling firms receive additional compensation (described below under “Additional Compensation for Selected Selling Firms”). These commissions and other incentives or payments are not charged directly to Owners. We intend to recoup commissions and other sales expenses through the charges and deductions under the Contract. A portion of the payments made to selling firms may be passed on to their sales representatives in accordance with the selling firms’ internal compensation programs. Those programs may also include other types of cash and non-cash compensation and other benefits. Registered representatives of the selling firms may also receive non-cash compensation, pursuant to their firm’s guidelines, directly from us or Brighthouse Securities.

Compensation Paid to Selling Firms. We and Brighthouse Securities pay compensation to all selling firms in the form of commissions and may also provide certain types of non-cash compensation. The maximum commission payable is 4% of the Purchase Payment. Some selling firms may elect to receive a lower commission when the Purchase Payment is made, along with annual trail commissions up to 1% of Account Value for so long as the Contract remains in effect or as agreed in the selling agreement. We also pay commissions when an Owner elects to begin receiving regular income payments. (See “INCOME PAYMENTS—(THE INCOME PERIOD).”) Brighthouse Securities may also provide non-cash compensation items that we may provide jointly with Brighthouse Securities. Non-cash items may include expenses for conference or seminar trips, certain gifts, prizes and awards.

Ask your registered representative for further information about what payments your registered representative and the selling firm for which he or she works may receive in connection with your purchase of a Contract.

Additional Compensation for Selected Selling Firms. We and Brighthouse Securities have entered into distribution arrangements with certain selected unaffiliated selling firms. Under these arrangements we and Brighthouse Securities may pay additional compensation to selected selling firms, including marketing allowances, introduction fees, persistency payments, preferred status fees and industry conference fees. Marketing allowances are periodic payments to certain selling firms, the amount of which depends on cumulative periodic (usually quarterly) sales of our insurance contracts (including the Contracts) and may also depend on meeting thresholds in the sale of certain of our insurance contracts (other than the Contracts). They may also include payments we make to cover the cost of marketing or other support services provided for or by registered representatives who may sell our products. Introduction fees are payments to selling firms in connection with the addition of our products to the selling firm’s line of investment products, including expenses relating to establishing the data communications systems necessary for the selling firm to offer, sell and administer our products. Persistency payments are periodic payments based on account values of our insurance contracts (including Account Values of the Contracts) or other persistency standards. Preferred status fees are paid to obtain preferred treatment of the Contracts in selling firms’ marketing programs, which may include marketing services, participation in marketing meetings, listings in data resources and increased access to their sales representatives. Industry conference fees are amounts paid to cover in part the costs associated with sales conferences and educational seminars for selling firms’ sales representatives.

The additional types of compensation discussed above are not offered to all selling firms. The terms of any particular agreement governing compensation may vary among selling firms and the amounts may be significant. The prospect of receiving, or the receipt of, additional compensation as described above may provide selling firms and/or their sales representatives with an incentive to favor sales of the Contracts over other annuity contracts (or other investments) with respect to which selling firm does not receive additional compensation, or lower levels of additional compensation. You may wish to take such payment arrangements into account when considering and evaluating any recommendation relating to the Contracts. For more information about any such additional compensation arrangements, ask your registered representative.

THE FIXED ACCOUNT

We may offer our Fixed Account as a funding option. Please refer to your Contract and Appendix D for more information.

RESTRICTIONS ON FINANCIAL TRANSACTIONS

Federal laws designed to counter terrorism and prevent money laundering might, in certain circumstances, require us to block an Owner’s ability to make certain transactions and thereby refuse to accept any request for transfers, withdrawals, Surrenders, or death benefits, until instructions are received from the appropriate regulator. We may also be required to provide additional information about you and your Contract to government regulators.

REQUESTS AND ELECTIONS

We will treat your request for a Contract transaction, or your submission of the Purchase Payment, as received by us if we receive a request conforming to our administrative procedures or the Purchase Payment at our Annuity Service Office on any Business Day before 4:00 PM Eastern Standard Time. We will treat your submission of the Purchase Payment as received by us if we receive it at our Annuity Service Office (or a designee receives it in accordance with the designee's administrative procedures) on any Business Day before 4:00 PM Eastern Standard Time. If we receive the request, or if we (or our designee) receive the Purchase Payment, on any Business Day on or after 4:00 PM Eastern Standard Time, then the request or payment will be treated as received on the next day. Our Annuity Service Office is located at P.O. Box 10366, Des Moines, IA 50306-0366. If you send your Purchase Payment or transaction requests to an address other than the one we have designated for receipt of such Purchase Payment or requests, we may return the Purchase Payment to you, or there may be a delay in applying the Purchase Payment or processing the transaction.

Requests for service may be made through your registered representative:

- By telephone at (800) 343-8496, between the hours of 7:30AM and 5:30PM Central Time Monday through Thursday and 7:30AM and 5:00PM Central Time on Friday;
- In writing to our Annuity Service Office;
- By fax at (877) 547-9666; or
- By Internet at www.brighthousefinancial.com

Some of the requests for service that may be made by telephone or Internet include transfers of your Account Value into Shield Option(s) or the Fixed Account. We may from time to time permit requests for other types of transactions to be made by telephone or Internet. All transaction requests must be in a form satisfactory to us. Contact us for further information. Some selling firms may restrict the ability of their registered representatives to convey transaction requests by telephone or Internet on your behalf.

A request or transaction generally is considered in Good Order if it complies with our administrative procedures and the required information is complete and accurate. A request or transaction may be rejected or delayed if not in Good Order. If you have any questions, you should contact us or your registered representative before submitting the form or request.

We will use reasonable procedures such as requiring certain identifying information, tape recording the telephone instructions, and providing written confirmation of the transaction, in order to confirm that instructions communicated by telephone, fax, Internet or other means are genuine. Any telephone, fax or Internet instructions reasonably believed by us to be genuine will be your responsibility, including losses arising from any errors in the communication of instructions. As a result of this policy, you will bear the risk of loss. If we do not employ reasonable procedures to confirm that instructions communicated by telephone, fax or Internet are genuine, we may be liable for any losses due to unauthorized or fraudulent transactions. All other requests and elections under your Contract must be in writing signed by the proper party, must include any necessary documentation and must be received at our Annuity Service Office to be effective. If acceptable to us, requests or elections relating to Beneficiaries and Ownership will take effect as of the date signed unless we have already acted in reliance on the prior status. We are not responsible for the validity of any written request or action.

Telephone and computer systems may not always be available. Any telephone or computer system, whether it is yours, your service provider's, your agent's, or ours, can experience outages or slowdowns for a variety of reasons. These outages or slowdowns may delay or prevent our processing of your request. Although we have taken precautions to help our systems handle heavy use, we cannot promise complete reliability under all circumstances. If you experience technical difficulties or problems, you should make your transaction request in writing to our Annuity Service Office.

Inquiries. If you need more information, please contact our Annuity Service Office at:

Brighthouse Securities, LLC
P.O. Box 10366
Des Moines, Iowa 50306-0366
(800) 343-8496

CYBERSECURITY RISKS

Our business is largely conducted through digital communications and data storage networks and systems operated by us and our service providers or other business partners (e.g., the firms involved in the distribution and sale of our products). For example, many routine operations, such as processing your requests and elections and day-to-day record keeping, are all executed through computer networks and systems. We have established administrative and technical controls and a business continuity plan to protect our operations against cybersecurity breaches. Despite these protocols, a cybersecurity breach could have a material, negative impact on BLIC, as well as you and your Contracts. Our operations also could be negatively affected by a cybersecurity breach at a third party, such as a governmental or regulatory authority or another participant in the financial markets. Cybersecurity breaches can be intentional or unintentional events, and can occur through unauthorized access to computer systems, networks or devices; infection from computer viruses or other malicious software code; or attacks that shut down, disable, slow or otherwise disrupt operations, business processes or website access or functionality. Cybersecurity breaches can interfere with our processing of contract transactions, including the processing of transfer orders from our website; impact our ability to calculate values; cause the release and possible destruction of your confidential information or business information; or impede order processing or cause other operational issues. Although we continually make efforts to identify and reduce our exposure to cybersecurity risk, there is no guarantee that we will be able to successfully manage this risk at all times.

CONFIRMING TRANSACTIONS

We will send out written statements confirming that a transaction was recently completed. Unless you inform us of any errors within 60 days of receipt, we will consider these communications to be accurate and complete.

LEGAL PROCEEDINGS

In the ordinary course of business, BLIC, similar to other life insurance companies, is involved in lawsuits (including class action lawsuits), arbitrations and other legal proceedings. Also, from time to time, state and Federal regulators or other officials conduct formal and informal examinations or undertake other actions dealing with various aspects of the financial services and insurance industries. In some legal proceedings involving insurers, substantial damages have been sought and/or material settlement payments have been made.

It is not possible to predict with certainty the ultimate outcome of any pending legal proceeding or regulatory action. However, BLIC does not believe any such action or proceeding will have a material adverse effect upon the Separate Account or upon the ability of Brighthouse Securities to perform its contract with the Separate Account or of BLIC to meet its obligations under the contracts.

EXPERTS

Legal matters in connection with Federal laws and regulations affecting the issue and sale of the Contracts described in this prospectus and the organization of BLIC, its authority to issue such Contracts under Delaware law and the validity of the forms of the Contracts under Delaware law have been passed on by legal counsel for BLIC.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The consolidated financial statements, and the related financial statement schedules, incorporated by reference in this Registration Statement from the Brighthouse Life Insurance Company (formerly MetLife Insurance Company USA) and subsidiaries' Annual Report on Form 10-K for the year ended December 31, 2016, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report, which is incorporated herein by reference. Such consolidated financial statements and financial statement schedules have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The principal business address of Deloitte & Touche LLP is 30 Rockefeller Plaza, New York, New York 10112-0015.

STATE VARIATIONS

Contracts issued in your state may provide different features and benefits from, and impose different costs than, those described in this prospectus because of state law variations. These differences include, among other things, Free Look rights, age issuance limitations, transfer rights and limitations, the right to reject a Purchase Payment, the

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requirements for unisex annuity rates and the general availability of certain features. This prospectus describes all the material features of the Contract. If you would like to review a copy of the Contract and any endorsements, contact our Annuity Service Office.

ELECTRONIC DELIVERY

As Owner you may elect to receive electronic delivery of current prospectuses related to the Contract and other Contract related documents. Contact us at our website at www.brighthousefinancial.com for more information and to enroll.

AMENDMENT OF THE CONTRACT

We reserve the right to amend the Contracts to comply with applicable Federal or state laws or regulations. We will notify you in writing of any such amendments.

MISSTATEMENT

We may require proof of the age or sex (where permitted) of the Annuitant, Owner and/or the Beneficiary before making any payments under the Contract that are measured by the Annuitant's, Owner's or Beneficiary's life. If the age or sex of the measuring life has been misstated, the amount payable will be the amount that would have been provided at the correct age and sex.

INFORMATION INCORPORATED BY REFERENCE

Under the Securities Act of 1933, BLIC has filed with the SEC a registration statement (the "Registration Statement") relating to the Contracts offered by this prospectus. This prospectus has been filed as a part of the Registration Statement and does not contain all of the information set forth in the Registration Statement and the exhibits and reference is hereby made to such Registration Statement and exhibits for further information relating to BLIC (formerly known as MetLife Insurance Company USA) and the Contracts. BLIC's Annual Report on Form 10-K was filed with the SEC on March 28, 2017 via EDGAR File No. 033-03094. The Form 10-K contains information for the period ended December 31, 2016, about BLIC, including consolidated audited financial statements for BLIC's latest fiscal year. The Form 10-K is incorporated by reference into this prospectus. In addition, all documents subsequently filed by BLIC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") prior to the termination of the offering, are also incorporated by reference into this prospectus. We are not incorporating by reference any documents or information deemed to have been furnished instead of filed under SEC rules, such as current reports on Form 8-K furnished under Item 2.02 or Item 7.01.

If requested, BLIC will furnish, without charge, a copy of any and all of the reports or documents that have been incorporated by reference into this prospectus. You may direct your requests to BLIC at 11225 North Community House Road, Charlotte, NC 28277. The telephone number is 1-800-343-8496. You may also access the incorporated reports and other documents at www.brighthousefinancial.com.

BLIC files periodic reports as required under the Exchange Act (including Form 10-K, 10-Q and 8-K). You may also read and copy any materials that BLIC files with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Washington, DC 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC at <http://www.sec.gov>.

DISCLOSURE OF COMMISSION POSITION ON INDEMNIFICATION FOR SECURITIES ACT LIABILITIES

Pursuant to applicable provisions of BLIC's by-laws or internal corporate policies adopted by BLIC or its ultimate parent, the directors, officers and other controlling persons of BLIC and of BLIC's affiliate and principal underwriter, Brighthouse Securities, who are made or threatened to be made a party to an action or proceeding, may be eligible to obtain indemnification against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, incurred as a result of such action or proceeding. Under the principal underwriting agreement between BLIC and Brighthouse Securities, the parties have agreed to indemnify each other against certain liabilities and expenses from legal proceedings arising out of Brighthouse Securities' distribution of the Contracts.

APPENDIX A
INDEX PUBLISHERS

BLIC uses the Securities Indices under license from the Indices' respective publishers. The following information about the Indices is included in this prospectus in accordance with BLIC's license agreements with the publishers of the Indices:

S&P Opco, LLC requires that the following disclaimer be included in this prospectus:

The S&P 500 Index is a product of S&P Dow Jones Indices LLC ("SPDJI"), and has been licensed for use by affiliates of Brighthouse Financial, Inc. including Brighthouse Services, LLC and Brighthouse Life Insurance Company (collectively, "Brighthouse Financial"). Standard & Poor's®, S&P® and S&P 500® are registered trademarks of Standard & Poor's Financial Services LLC ("S&P"); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow Jones"); and these trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by Brighthouse Financial. Brighthouse Shield Level SelectSM 3-Year Annuity is not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, any of their respective affiliates (collectively, "S&P Dow Jones Indices"). S&P Dow Jones Indices makes no representation or warranty, express or implied, to the owners of the Brighthouse Shield Level SelectSM 3-Year Annuity or any member of the public regarding the advisability of investing in securities generally or in Brighthouse Shield Level SelectSM 3-Year Annuity particularly or the ability of the S&P 500 Index to track general market performance. S&P Dow Jones Indices' only relationship to Brighthouse Financial with respect to the S&P 500 Index is the licensing of the Index and certain trademarks, service marks and/or trade names of S&P Dow Jones Indices or its licensors. The S&P 500 Index is determined, composed and calculated by S&P Dow Jones Indices without regard to Brighthouse Financial or the Brighthouse Shield Level SelectSM 3-Year Annuity. S&P Dow Jones Indices have no obligation to take the needs of Brighthouse Financial or the owners of Brighthouse Shield Level SelectSM 3-Year Annuity into consideration in determining, composing or calculating the S&P 500 Index. S&P Dow Jones Indices is not responsible for and has not participated in the determination of the prices, and amount of Brighthouse Shield Level SelectSM 3-Year Annuity or the timing of the issuance or sale of Brighthouse Shield Level SelectSM 3-Year Annuity or in the determination or calculation of the equation by which Brighthouse Shield Level SelectSM 3-Year Annuity is to be converted into cash, surrendered or redeemed, as the case may be. S&P Dow Jones Indices has no obligation or liability in connection with the administration, marketing or trading of Brighthouse Shield Level SelectSM 3-Year Annuity. There is no assurance that investment products based on the S&P 500 Index will accurately track index performance or provide positive investment returns. S&P Dow Jones Indices LLC is not an investment advisor. Inclusion of a security within an index is not a recommendation by S&P Dow Jones Indices to buy, sell, or hold such security, nor is it considered to be investment advice. Notwithstanding the foregoing, CME Group Inc. and its affiliates may independently issue and/or sponsor financial products unrelated to Brighthouse Shield Level SelectSM 3-Year Annuity currently being issued by Brighthouse Financial, but which may be similar to and competitive with Brighthouse Shield Level SelectSM 3-Year Annuity. In addition, CME Group Inc. and its affiliates may trade financial products which are linked to the performance of the S&P 500 Index.

S&P DOW JONES INDICES DOES NOT GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS AND/OR THE COMPLETENESS OF THE S&P 500 INDEX OR ANY DATA RELATED THERETO OR ANY COMMUNICATION, INCLUDING BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATION (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P DOW JONES INDICES SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, OR DELAYS THEREIN. S&P DOW JONES INDICES MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR AS TO RESULTS TO BE OBTAINED BY BRIGHTHOUSE FINANCIAL, OWNERS OF BRIGHTHOUSE SHIELD LEVEL SELECTSM 3-YEAR ANNUITY, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500 INDEX OR WITH RESPECT TO ANY DATA RELATED THERETO. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P DOW JONES INDICES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT

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LIABILITY, OR OTHERWISE. THERE ARE NO THIRD PARTY BENEFICIARIES OF ANY AGREEMENTS OR ARRANGEMENTS BETWEEN S&P DOW JONES INDICES AND BRIGHTHOUSE FINANCIAL, OTHER THAN THE LICENSORS OF S&P DOW JONES INDICES.

Frank Russell Company requires that the following disclaimer be included in this prospectus:

The Brighthouse Shield Level SelectSM 3-Year Annuity is not sponsored, endorsed, sold or promoted by Frank Russell Company (“Russell”). Russell makes no representation or warranty, express or implied, to the owners of Brighthouse Shield Level SelectSM 3-Year Annuity or any member of the public regarding the advisability of investing in securities generally or in the Brighthouse Shield Level SelectSM 3-Year Annuity particularly or the ability of the Russell 2000[®] Index to track general stock market performance or a segment of the same. Russell’s publication of the Russell 2000[®] Index in no way suggests or implies an opinion by Russell as to the advisability of investment in any or all of the securities upon which the Russell 2000[®] Index is based. Russell’s only relationship to affiliates of Brighthouse Financial, Inc., including Brighthouse Services, LLC and Brighthouse Life Insurance Company (collectively, “Brighthouse Financial”) is the licensing of certain trademarks and trade names of Russell and of the Russell 2000[®] Index which is determined, composed and calculated by Russell without regard to Brighthouse Financial or the Brighthouse Shield Level SelectSM 3-Year Annuity. Russell is not responsible for and has not reviewed the Brighthouse Shield Level SelectSM 3-Year Annuity nor any associated literature or publications and Russell makes no representation or warranty express or implied as to their accuracy or completeness, or otherwise. Russell reserves the right, at any time and without notice, to alter, amend, terminate or in any way change the Russell 2000[®] Index. Russell has no obligation or liability in connection with the administration, marketing or trading of the Brighthouse Shield Level SelectSM 3-Year Annuity.

RUSSELL DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE RUSSELL 2000[®] INDEX OR ANY DATA INCLUDED THEREIN AND RUSSELL SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. RUSSELL MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY BRIGHTHOUSE FINANCIAL, INVESTORS, OWNERS OF THE BRIGHTHOUSE SHIELD LEVEL SELECTSM 3-YEAR ANNUITY OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE RUSSELL 2000[®] INDEX OR ANY DATA INCLUDED THEREIN. RUSSELL MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE RUSSELL 2000[®] INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL RUSSELL HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

MSCI Inc. requires that the following disclaimer be included in this prospectus:

THE BRIGHTHOUSE SHIELD LEVEL SELECTSM 3-YEAR ANNUITY IS NOT SPONSORED, ENDORSED, SOLD OR PROMOTED BY MSCI INC. (“MSCI”), ANY OF ITS AFFILIATES, ANY OF ITS INFORMATION PROVIDERS OR ANY OTHER THIRD PARTY INVOLVED IN, OR RELATED TO, COMPILING, COMPUTING OR CREATING ANY MSCI INDEX (COLLECTIVELY, THE “MSCI PARTIES”). THE MSCI INDEXES ARE THE EXCLUSIVE PROPERTY OF MSCI. MSCI AND THE MSCI INDEX NAMES ARE SERVICE MARK(S) OF MSCI OR ITS AFFILIATES AND HAVE BEEN LICENSED FOR USE FOR CERTAIN PURPOSES BY AFFILIATES OF BRIGHTHOUSE FINANCIAL, INC. INCLUDING BRIGHTHOUSE SERVICES, LLC AND BRIGHTHOUSE LIFE INSURANCE COMPANY (COLLECTIVELY, “BRIGHTHOUSE FINANCIAL”). NONE OF THE MSCI PARTIES MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO THE ISSUER OR OWNERS OF THIS PRODUCT OR ANY OTHER PERSON OR ENTITY REGARDING THE ADVISABILITY OF INVESTING IN PRODUCTS GENERALLY OR IN THIS PRODUCT PARTICULARLY OR THE ABILITY OF ANY MSCI INDEX TO TRACK CORRESPONDING STOCK MARKET PERFORMANCE. MSCI OR ITS AFFILIATES ARE THE LICENSORS OF CERTAIN TRADEMARKS, SERVICE MARKS AND TRADE NAMES AND OF THE MSCI INDEXES WHICH ARE DETERMINED, COMPOSED AND CALCULATED BY MSCI WITHOUT REGARD TO THIS PRODUCT OR THE ISSUER OR OWNERS OF THIS PRODUCT OR ANY OTHER PERSON OR ENTITY. NONE OF THE MSCI PARTIES HAS ANY OBLIGATION TO TAKE THE NEEDS OF THE ISSUER OR OWNERS OF THIS PRODUCT OR ANY OTHER PERSON OR ENTITY INTO CONSIDERATION IN DETERMINING, COMPOSING OR CALCULATING THE MSCI INDEXES. NONE OF THE MSCI PARTIES IS RESPONSIBLE FOR OR HAS PARTICIPATED IN THE DETERMINATION OF THE TIMING OF, PRICES AT, OR

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QUANTITIES OF THIS PRODUCT TO BE ISSUED OR IN THE DETERMINATION OR CALCULATION OF THE EQUATION BY OR THE CONSIDERATION INTO WHICH THIS PRODUCT IS REDEEMABLE. FURTHER, NONE OF THE MSCI PARTIES HAS ANY OBLIGATION OR LIABILITY TO THE ISSUER OR OWNERS OF THIS PRODUCT OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THE ADMINISTRATION, MARKETING OR OFFERING OF THIS PRODUCT.

ALTHOUGH MSCI SHALL OBTAIN INFORMATION FOR INCLUSION IN OR FOR USE IN THE CALCULATION OF THE MSCI INDEXES FROM SOURCES THAT MSCI CONSIDERS RELIABLE, NONE OF THE MSCI PARTIES WARRANTS OR GUARANTEES THE ORIGINALITY, ACCURACY AND/OR THE COMPLETENESS OF ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. NONE OF THE MSCI PARTIES MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY THE ISSUER OF THE PRODUCT, OWNERS OF THE PRODUCT, OR ANY OTHER PERSON OR ENTITY, FROM THE USE OF ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. NONE OF THE MSCI PARTIES SHALL HAVE ANY LIABILITY FOR ANY ERRORS, OMISSIONS OR INTERRUPTIONS OF OR IN CONNECTION WITH ANY MSCI INDEX OR ANY DATA INCLUDED THEREIN. FURTHER, NONE OF THE MSCI PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, AND THE MSCI PARTIES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO EACH MSCI INDEX AND ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL ANY OF THE MSCI PARTIES HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR ANY OTHER DAMAGES (INCLUDING LOST PROFITS) EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

No purchaser, seller or holder of the Brighthouse Shield Level SelectSM 3-Year Annuity, or any other person or entity, should use or refer to any MSCI trade name, trademark or service mark to sponsor, endorse, market or promote this security without first contacting MSCI to determine whether MSCI's permission is required. Under no circumstances may any person or entity claim any affiliation with MSCI without the prior written permission of MSCI.

APPENDIX B**INDEX SUBSTITUTION INVESTMENT AMOUNT EXAMPLE**

The following example illustrates how we would calculate your Investment Amount on a Term End Date when there is an Index substitution. We assume no withdrawals and a \$100,000 Purchase Payment into a Shield Option with a 1-Year Term / Shield 10 / S&P 500® Index with a Cap Rate of 10%.

Initial Account Value:

Investment Amount at Term Start Date	\$100,000
Term	1-Year
Initial Index	S&P 500® Index
S&P 500® Index Index Value on Term Start Date	1,400
Cap Rate	10%
Shield Rate	10%

On date of Index Substitution halfway through the Term:

Index substitution	
Number of days since Term Start Date	183
Index Value for S&P 500® Index	1,330
Index Performance for S&P 500® Index ⁽¹⁾	-5%
Substituted Index	Russell 2000® Index
Index Value for Russell 2000® Index on substitution date	1,250

Calculation of Investment Amount at Term End Date:

Index Value for Russell 2000® Index	1,375
Index Performance for S&P 500® Index ⁽¹⁾	-5%
Index Performance for Russell 2000® Index ⁽²⁾	10%
Total Index Performance for the Term ⁽³⁾	4.5%
Cap Rate	10%
Shield Rate	10%
Performance Rate ⁽⁴⁾	4.5%
Performance Rate Adjustment ⁽⁵⁾	\$4,500
Investment Amount at Term End Date ⁽⁶⁾	\$104,500

Notes to the tables above:

⁽¹⁾ Index Performance is equal to the percentage change in the Index Value measured from the Term Start Date to the date of the Index substitution. Index Performance is calculated as follows:

$$(1330 [\text{Index Value at date of substitution}] - 1400 [\text{Index Value at Term Start Date}]) \div 1400 [\text{Index Value at Term Start Date}] = -5\%$$

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- (2) Index Performance is equal to the percentage change in the Index Value measured from the date of the Index substitution to the Term End Date. Index Performance is calculated as follows:
- $$(1375 \text{ [Index Value at Term End Date]} - 1250 \text{ [Index Value at date of the substitution]}) \div 1250 \text{ [Index Value at date of substitution]} = 10\%$$
- (3) Since there was an Index substitution, the Index Performance is equal to the Index Performance of the S&P 500® Index (from the Term Start Date to the Index substitution date) multiplied by the Index Performance of the Russell 2000® Index (from the Index substitution date to the Term End Date) -1. Total Index Performance for the Term is calculated as follows:
- $$(\text{initial Index at Index substitution date} \div \text{initial Index at Term Start Date}) \times (\text{substituted Index at Term End Date} \div \text{substituted Index at substitution date}) - 1$$
- $$(1330 \div 1400) \times (1375 \div 1250) - 1 = 4.5\%$$
- (4) The Performance Rate is equal to the Index Performance (4.50%) because the total Index Performance for the Term is greater than zero and less than the Cap Rate.
- (5) The Performance Rate Adjustment is equal to the product of the Investment Amount at the Term Start Date adjusted for any withdrawals (there are no withdrawals in the example) multiplied by the Performance Rate. The Performance Rate Adjustment is calculated as follows:
- $$\text{\$100,000 [Investment Amount at Term Start Date]} \times 4.5\% \text{ [Performance Rate]} = \text{\$4,500}$$
- (6) The Investment Amount at Term End Date is equal to the Investment Amount at the Term Start Date adjusted for any withdrawals plus the Performance Rate Adjustment. The Investment Amount at Term End Date is calculated as follows:
- $$\text{\$100,000 [Investment Amount at Term Start Date]} + \text{\$4,500 [Performance Rate Adjustment]} = \text{\$104,500}$$

APPENDIX C
RETURN OF PREMIUM DEATH BENEFIT EXAMPLE

The purpose of this example is to illustrate the operation of the Return of Premium death benefit. The investment results shown are hypothetical and are not representative of past or future performance. Actual investment results may be more or less than those shown and will depend upon a number of factors, including the allocation made by an Owner and the Index Performance for the Shield Options chosen. **The examples do not reflect the deduction of fees and charges, if any, Withdrawal Charges or income taxes and tax penalties.**

Return of Premium Death Benefit

The purpose of this example is to show how partial withdrawals reduce the Return of Premium death benefit proportionately by the percentage reduction in Account Value of the Shield Option(s) and the Fixed Account for each partial withdrawal.

		Date	Amount
A	Purchase Payment	Issue Date	\$100,000
B	Account Value	First Contract Anniversary	\$90,000
C	Death Benefit	First Contract Anniversary	\$100,000 (= greater of A and B)
D	Withdrawal	One Day after the First Contract Anniversary	\$9,000
E	Percentage Reduction in Account Value	One Day after the First Contract Anniversary	10% (= D/B)
F	Account Value after Withdrawal	One Day after the First Contract Anniversary	\$81,000 (= B-D)
G	Purchase Payment Reduced for Withdrawal	One Day after the First Contract Anniversary	\$90,000 (= A-(A × E))
H	Death Benefit	One Day after the First Contract Anniversary	\$90,000 (= greater of F and G)

Notes to Example

Purchaser is age 60 at issue.

The Account Values on the First Contract Anniversary and One Day after the First Contract Anniversary are assumed to be equal prior to the withdrawal.

APPENDIX D
THE FIXED ACCOUNT

The Fixed Account is part of BLIC's General Account assets. These General Account assets include all assets of BLIC other than those held in the Separate Accounts sponsored by BLIC or its affiliates.

The staff of the SEC does not generally review the disclosure in the prospectus relating to the Fixed Account. Disclosure regarding the Fixed Account and the General Account may, however, be subject to certain provisions of the Federal securities laws relating to the accuracy and completeness of statements made in the prospectus.

Under the Fixed Account, BLIC assumes the risk of investment gain or loss, guarantees a specified interest rate, and guarantees a specified periodic Income Payment. We guarantee that, at any time, the Fixed Account Value will not be less than the amount of the Purchase Payments allocated to the Fixed Account, plus interest credited as described below, less any applicable Premium Taxes or prior withdrawals.

Account Value allocated to the Fixed Account and any transfers made to the Fixed Account become part of BLIC's General Account, which supports insurance and annuity obligations. Where permitted by state law, we reserve the right to restrict Investment Amounts into the Fixed Account whenever the credited interest rate on the Fixed Account is equal to the Minimum Guaranteed Interest Rate specified in your Contract. The General Account and any interest therein is not registered under, or subject to the provisions of, the Securities Act of 1933 or Investment Company Act of 1940. We will invest the assets of the Fixed Account at our discretion. Investment income from such Fixed Account assets will be allocated to us and to the Contracts participating in the Fixed Account.

Investment income from the Fixed Account allocated to us includes compensation for risks borne by us in connection with Fixed Account Contracts. The amount of such investment income allocated to the Contracts will vary from year to year in our sole discretion at such rate or rates as we prospectively declare from time to time.

We guarantee that for the life of the Contract interest credited to your Fixed Account Value during the Interest Rate Term beginning on the Issue Date will not be accumulated at less than the Minimum Guaranteed Interest Rate allowed by state law. We reserve the right to change the rate subject to applicable state law. We will determine any interest we credit to amounts allocated to the Fixed Account in excess of the Minimum Guaranteed Interest Rate at our sole discretion. You assume the risk that interest credited to the Fixed Account may not exceed the Minimum Guaranteed Interest Rate for any given year. We have no specific formula for determining the interest rate. Some factors we may consider are regulatory and tax requirements, general economic trends and competitive factors.

For renewals into the Fixed Account, the new guaranteed interest rate will be declared for each subsequent Interest Rate Term. At the Interest Rate Term End Date, the Fixed Account Value will automatically be renewed into the same Interest Rate Term, with the new interest rate, unless otherwise instructed by you. If the Fixed Account is not available at the end of the existing Interest Rate Term, these amounts will automatically transfer into the Shield Option with the lowest Cap Rate from the Shield Options available at the end of the Interest Rate Term unless otherwise instructed by you. You have the Transfer Period to notify us that you want to transfer some or all of your Fixed Account Value to a new Shield Option(s).

Fixed Account Value. We credit interest to the portion of the Account Value allocated to the Fixed Account. (See "Interest Crediting" below.) The Fixed Account is part of our General Account. We guarantee that the interest credited to your initial allocation to the Fixed Account during the Interest Rate Term beginning on the Issue Date will not be accumulated at less than the Minimum Guaranteed Interest Rate. Thereafter, we will declare an interest rate as of each Contract Anniversary for the duration of the Interest Rate Term and such rate will not be less than the Minimum Guaranteed Interest Rate. If the declared interest rate equals the Minimum Guaranteed Interest Rate, we reserve the right to restrict transfers and allocations into the Fixed Account.

The initial Fixed Account Value is the amount initially allocated to the Fixed Account. Thereafter, the Fixed Account Value equals: (a) the initial Fixed Account Value or the Fixed Account Value on the most recent Contract Anniversary, as applicable, including any transfers; plus (b) any interest credited by us; less (c) the amount of any

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withdrawals including any Withdrawal Charges; and less (d) any Premium or Other Taxes, if applicable.

Interest Crediting. Interest will be compounded and credited to the Fixed Account at an annual effective interest rate declared by us. Interest will be credited on amounts allocated to the Fixed Account through the effective date such amounts are withdrawn or transferred from the Fixed Account.

Important terms that will help you understand this Appendix D:

Interest Rate Term. The Interest Rate Term is the length of time over which the current interest rate is guaranteed. The minimum Interest Rate Term depends on the date your Contract is issued but will not be less than one (1) year. No Interest Rate Term will extend beyond the Annuity Date.

Fixed Account Value. The Fixed Account Value at the end of the Interest Rate Term.

Transfers. During the Accumulation Period you may only make a transfer to the Fixed Account and to a new Shield Option(s) during the Transfer Period. The effective date of such transfer is the first day of the Interest Rate Term and/or a Term(s) in which the transfer is made.

APPENDIX E
PREMIUM TAX TABLE

If you are a resident of one of the following jurisdictions, the percentage amount listed by that jurisdiction is the premium tax rate applicable to your annuity.

	<u>Qualified Contracts</u>	<u>Non-Qualified Contracts</u>
California ⁽¹⁾	0.50%	2.35%
Florida ⁽²⁾	1.00%	1.00%
Maine ⁽³⁾	0.00%	2.00%
Nevada ⁽⁴⁾	0.00%	3.50%
Puerto Rico ⁽⁵⁾	1.00%	1.00%
South Dakota ⁽⁶⁾	0.00%	1.25%
West Virginia	1.00%	1.00%
Wyoming ⁽⁴⁾	0.00%	1.00%

¹ California applies the qualified tax rate to plans that qualify under the following Code sections: 401(a), 403(b), 404, 408(b) and 501(a).

² Annuity premiums are exempt from taxation provided the tax savings are passed back to the contract holders. Otherwise, they are taxable at 1%.

³ Maine applies the qualified tax rate to plans that qualify under the following Code sections: 401, 403, 403(b), 404, 408, 457 and 501.

⁴ Nevada and Wyoming apply the qualified tax rate to plans that qualify under the following Code sections: 401, 403, 404, 408 and 501.

⁵ We will not deduct premium taxes paid by Us to Puerto Rico from purchase payments, account balances, withdrawals, death benefits or income payments.

⁶ Special rate applies for large case annuity policies. Rate is 0.08% for that portion of the annuity considerations received on a contract exceeding \$500,000 annually. Special rate on large case policies is not subject to retaliation. South Dakota applies the qualified tax rate to plans that qualify under the following Code sections: 401, 403(b), 404, 408, 457 and 501(a).

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following is an itemized list of the estimated expenses to be incurred in connection with the securities being offered:

Accountant's Fees and Expenses: \$7,000

Legal Fees and Expenses: \$16,490

Printing Expenses: \$10,684

Registration Fee: \$115,900

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Pursuant to applicable provisions of the Registrant's by-laws or internal corporate policies adopted by the Registrant or its ultimate parent, the directors, officers and other controlling persons of the Registrant who are made or threatened to be made a party to an action or proceeding, may be eligible to obtain indemnification against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, incurred as a result of such action or proceeding. Under the principal underwriting agreement between the Registrant and the Underwriter, the parties have agreed to indemnify each other against certain liabilities and expenses from legal proceedings arising out of the Underwriter's distribution of the Contracts. BLIC also maintains insurance policies insuring its directors and officers against certain liabilities they may incur in their capacity as such.

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ITEM 16. EXHIBITS

(A) EXHIBITS

<u>EXHIBIT NUMBER</u>	<u>DESCRIPTION</u>
1(a).	Principal Underwriting and Distribution Agreement between Brighthouse Life Insurance Company and Brighthouse Securities, LLC (effective 3-6-17) (Filed as Exhibit 1(a) with Registration Statement No. 333-217507 on Form S-3 on April 27, 2017 and incorporated herein by reference.)
1(b).	Brighthouse Securities, LLC Sales Agreement (Filed herewith.)
2.	None.
4(a).	Contract. [L-22494 (09-12)-AV, L-22494 (09-12) base policy, L-22495 (09/12) CS] (Filed as Exhibit 4(a) with Registration Statement No. 333-217507 on Form S-3 on April 27, 2017 and incorporated herein by reference.)
4(b).	Fixed Account Rider [L-22496 (09-12)] (Filed as Exhibit 4(b) with Registration Statement No. 333-217507 on Form S-3 on April 27, 2017 and incorporated herein by reference.)
4(c).	Death Benefit Rider - Return of Premium [8-RPO-1 (5/17)] (Filed as Exhibit 4(c) with Registration Statement No. 333-217507 on Form S-3 on April 27, 2017 and incorporated herein by reference.)
4(d).	Waiver of Withdrawal Charge for Nursing Home or Hospital Confinement Rider [L-25005 (09/12)] (Filed as Exhibit 4(d) with Registration Statement No. 333-217507 on Form S-3 on April 27, 2017 and incorporated herein by reference.)
4(e).	Waiver of Withdrawal Charge for Terminal Illness Rider [L-22498 (09-12)] (Filed as Exhibit 4(e) with Registration Statement No. 333-217507 on Form S-3 on April 27, 2017 and incorporated herein by reference.)
4(f).	Individual Retirement Annuity Qualification Rider [L-22499 (09/12)] (Filed as Exhibit 4(f) with Registration Statement No. 333-217507 on Form S-3 on April 27, 2017 and incorporated herein by reference.)
4(g).	Roth Individual Retirement Annuity ("Roth IRA") Endorsement [L-22503 (09/12)]. (Filed as Exhibit 4(g) with Registration Statement No. 333-217507 on Form S-3 on April 27, 2017 and incorporated herein by reference.)
4(h).	Individual Non-Qualified Annuity Endorsement [L-22504 (09/12)]. (Filed as Exhibit 4(h) with Registration Statement No. 333-217507 on Form S-3 on April 27, 2017 and incorporated herein by reference.)
4(i).	Non-Qualified Annuity Endorsement [MLIU-NQ (11/04)-I] (Filed as Exhibit 4(i) with Registration Statement No. 333-217507 on Form S-3 on April 27, 2017 and incorporated herein by reference.)
5.	Opinion re legality. (Filed herewith.)
8.	None.
12.	None.
15.	None.
23.	Consent of Independent Registered Public Accounting Firm. (Filed herewith.)
24.	Powers of Attorney for Eric T. Steigerwalt, Myles J. Lambert, Peter M. Carlson, Anant Bhalla, John L. Rosenthal and Lynn A. Dumais. (Filed herewith.)
25.	None.
26.	None.

ITEM 17. UNDERTAKINGS

The undersigned registrant hereby undertakes as follows, pursuant to Item 512 of Regulation S-K:

1. To file, during any period in which offers or sales of the registered securities are being made, a post-effective amendment to this registration statement:
 - i. to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
 - ii. to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement; Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price set represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement, and

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- iii. to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

Provided, however, that Paragraphs 1.i, 1.ii, and 1.iii do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

2. That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
4. That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.
5. That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities: The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:
 - i. Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
 - ii. Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
 - iii. The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
 - iv. Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.
6. The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
7. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Charlotte, State of North Carolina, on July 11, 2017.

BRIGHTHOUSE LIFE INSURANCE COMPANY
(Registrant)

By: /s/ Gregory E. Illson
Gregory E. Illson, Vice President

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Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on July 11, 2017.

/s/ Eric T. Steigerwalt*
Eric T. Steigerwalt Chairman of the Board, President, Chief Executive Officer
and a Director

/s/ Myles J. Lambert*
Myles J. Lambert Director and Vice President

/s/ Peter M. Carlson*
Peter M. Carlson Director and Vice President

/s/ John L. Rosenthal*
John L. Rosenthal Director, Vice President and Chief Investment Officer

/s/ Anant Bhalla*
Anant Bhalla Director, Vice President and Chief Financial Officer

/s/ Lynn A. Dumais*
Lynn A. Dumais Vice President and Chief Accounting Officer

*By: /s/ Michele H. Abate
Michele H. Abate, Attorney-in-Fact
July 11, 2017

* Brighthouse Life Insurance Company. Executed by Michele H. Abate, Esquire on behalf of those indicated pursuant to powers of attorney filed herewith.

INDEX TO EXHIBITS

- 1(b) Sales Agreement
- 5. Opinion re legality
- 23. Consent of Independent Registered Public Accounting Firm
- 24. Powers of Attorney

BRIGHTHOUSE SECURITIES, LLC

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BRIGHTHOUSE SECURITIES, LLC

SALES AGREEMENT

This agreement, including the exhibits attached hereto (collectively the “Agreement”) is made, entered into and effective as of _____, (“Effective Date”) by and among Brighthouse Securities, LLC, a Delaware corporation (the “Principal Underwriter”), and _____ (the “Broker”) that is registered as a broker dealer with the Securities and Exchange Commission (“SEC”) under the Securities Exchange Act of 1934, as amended, (the “1934 Act”) and a member of the Financial Industry Regulatory Authority (“FINRA”) and is also either licensed as an insurance agency or is affiliated with one or more validly licensed insurance agencies.

WITNESSETH:

WHEREAS, Principal Underwriter and its Affiliates (as hereafter defined) issue or provide access to certain insurance and financial products;

WHEREAS, Broker sells and services insurance and financial products and wishes to sell and service certain of Principal Underwriter’s and its Affiliates insurance and financial products;

WHEREAS, Principal Underwriter proposes to compensate Broker for such sales and servicing;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I.
DEFINITIONS

Section 1.1. The following terms, when used in this Agreement, shall have the meanings set forth in this Article I. Other terms may be defined throughout this Agreement. Definitions shall be deemed to refer to the singular or plural as the context requires:

- (a) Affiliate - Any entity that directly or indirectly controls, is controlled by or is under common control with Principal Underwriter or Broker, as applicable, including, without limitation, any entity that owns 25% or more of the voting securities of any of the foregoing and any entity that is a subsidiary of any of the foregoing.
- (b) Agency - Those agencies identified in Exhibit C hereto, which are properly licensed to participate in the business of insurance.
- (c) Applicable Law - Shall have the meaning given to such term in Article IV of this Agreement.
- (d) Business Day - Any day other than a Saturday, Sunday or a federal legal holiday.

- (e) Confidential Information - Includes without limitation, (i) statistical, premium rate and other information that is identified by Principal Underwriter as commercially valuable, confidential, proprietary or a trade secret, including but not limited to information regarding Principal Underwriter's systems and rating methodology; and (ii) any information identified in writing by a party as confidential at the time the information is divulged to the other party.

Confidential Information does not include any information, written or oral, which (i) at the time of disclosure or thereafter is generally available in the public domain (other than as a result of a disclosure in violation of this Agreement), (ii) has been received, obtained, developed or created by the receiving party independently from the performance of its obligations under this Agreement, or (iii) was made available to the receiving party on a non-confidential basis from a source other than the disclosing party, provided that such source is not and was not bound by an independent obligation of confidentiality.

- (f) Contracts - Those contracts and policies that are identified on Exhibits A and B attached hereto, which Exhibits may be amended at any time by Principal Underwriter in its sole discretion.
- (g) Customer Complaint - Shall have the meaning given to such term in Section 6.2 of this Agreement.
- (h) Customer Information - Information in electronic, paper or any other form that Broker or its representatives obtained, had access to or created in connection with its obligations under this Agreement regarding individuals who applied for or purchased Principal Underwriter's products. Customer Information includes Nonpublic Personal Information, as defined below in paragraph (j), and Protected Health Information, as defined in paragraph (m). Customer Information may also include, but is not limited to, information such as the individual's name, address, telephone number, social security number, as well as the fact that the individual has applied for, is insured under, or has purchased a Principal Underwriter product. Customer Information does not, however, include information that is (i) generally available in the public domain (other than as a result of a disclosure in violation of this Agreement) and is derived or received from such public sources by Broker; (ii) received, obtained, developed or created by the Broker independently from the performance of its obligations under this Agreement; (iii) disclosed to the Broker by a Third Party, provided such disclosure was made to Broker without any violation of an independent obligation of confidentiality or Applicable Law.
- (i) HIPAA - The Health Insurance Portability and Accountability Act of 1996, as now in force or hereafter amended, and all related regulations.
- (j) Nonpublic Personal Information - Nonpublic personal information means financial or health related information by which a financial institution's consumers and customers are individually identifiable, including but not limited to nonpublic personal information as defined by Title V of the Gramm-Leach-Bliley Act and regulations adopted pursuant to the Act.
- (k) Non-variable Contracts - Those Contracts that include, without limitation, non-variable rate annuity contracts, non-variable life insurance policies, long term care insurance and other fixed insurance contracts, issued by Principal Underwriter or its Affiliates, as identified in Exhibit B, which Exhibit may be amended at any time by Principal Underwriter in its sole discretion.
- (l) Prospectus - The prospectuses and statements of additional information included within the Registration Statements referred to herein or filed pursuant to the Securities Act of 1933 and the Investment Company Act of 1940, as amended.

- (m) Protected Health Information (“PHI”) - Information related to individuals who have applied for, have purchased or are insured under Principal Underwriter products that are considered to be health plans subject to HIPAA, such as Principal Underwriter’s long-term care insurance policies and riders, for the purposes of this Agreement and, consistent with regulations issued pursuant to HIPAA. PHI is defined as individually identifiable information that is transmitted or maintained in any medium and relates to: the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or future payment for the provision of health care to the individual. This definition of PHI includes demographic information about the individual, including, but not limited to, names, geographic subdivisions smaller than a state (including but not limited to street addresses and ZIP codes); all elements of dates (except year) for dates directly related to an individual, including but not limited to birth date; telephone numbers; fax numbers; electronic mail (E-mail) addresses; Social Security numbers; medical record numbers; health plan beneficiary numbers; account numbers; certificate/license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers; Web Universal Resource Locators; Internet Protocol address numbers; biometric identifiers, including finger and voice prints; full face photographic images and any comparable images; and any other unique identifying number, characteristic, or code.
- (n) Registration Statements - Registration statements and amendments thereto filed with the SEC relating to the Variable Contracts, including those for any underlying investment vehicle or variable insurance rider.
- (o) Representatives - Those individuals, accepted by Principal Underwriter or its Affiliates to solicit and sell Contracts under the terms of this Agreement, who are licensed and appointed as a life insurance agent of Principal Underwriter or its Affiliates, and with respect to registered products, are also registered with Broker in compliance with the 1934 Act.
- (p) Third Party - A party that is not a signatory to this Agreement.
- (q) Variable Contracts - Those Contracts that include variable life insurance policies, variable annuity contracts, variable insurance riders and other variable insurance contracts, issued by Principal Underwriter or its Affiliates, as identified in Exhibit A, which Exhibit may be amended at any time by Principal Underwriter in its sole discretion.
- (r) 1933 Act - The Securities Act of 1933, as amended.
- (s) 1934 Act - The Securities Exchange Act of 1934, as amended.

ARTICLE II
AUTHORIZATIONS, REPRESENTATIONS, AND COVENANTS OF PRINCIPAL UNDERWRITER

Section 2.1. Authorization. Principal Underwriter represents that it is duly authorized, on behalf of itself and each Affiliate that issues or provides access to the Contracts, to enter into this Agreement with Broker to distribute such Contracts.

Section 2.2. Solicitation of Applications.

- (a) Solicit Non-variable Contract Applications. Principal Underwriter authorizes Broker through its Representatives to solicit applications for the Non-variable Contracts, provided that (i) Broker shall not solicit applications for Non-variable Contracts except in those states where it and its Representatives are appropriately licensed; (ii) in which the Non-variable Contracts are qualified for sale under Applicable Law; and (iii) Broker complies in all other respects with the published policies and procedures of Principal Underwriter or its Affiliates, as applicable, and with the terms of this Agreement.
- (b) Solicit Variable Contract Applications. Principal Underwriter authorizes Broker through its Representatives to offer and sell the Variable Contracts, provided that (i) Broker shall not solicit applications for Variable Contracts except in those states where it is and its Representatives are appropriately licensed; (ii) there is an effective Registration Statement relating to such Variable Contracts; (iii) such Variable Contracts are qualified for sale under Applicable Law in such state in which the sale or solicitation is to take place; and (iv) Broker complies in all other respects with the published policies and procedures of Principal Underwriter and its Affiliates, and with the terms of the Agreement.

Section 2.3. Required Notices to Broker. Principal Underwriter shall notify Broker or its designee of the issuance by the SEC of any stop order with respect to a Registration Statement or the initiation of any proceeding by the SEC relating to the registration and/or offering of Variable Contracts and of any other action or circumstances that makes it no longer lawful for Principal Underwriter or its Affiliates to offer or issue one or more of Variable Contracts. Principal Underwriter shall advise Broker of any revision of or supplement to any Prospectus related to the Variable Contracts or underlying investments of such Variable Contracts.

Section 2.4. Rights of Principal Underwriter. Without limiting Principal Underwriter and its Affiliates absolute control of their business and operations or other rights under this Agreement, Principal Underwriter and its Affiliates shall specifically retain authority to:

- a) refuse for any reason to appoint a Representative and cancel any existing appointment at any time;
- b) direct the marketing of its financial and insurance products and services;
- c) refuse to issue any Product;
- d) underwrite all insurance policies issued by it;
- e) cancel risks;
- f) handle all matters involving claims adjusting and payment;
- g) prepare all policy forms and amendments;
- h) maintain custody of, responsibility for and control of all investments; and

- i) withdraw a Contract from sale or change or amend a Contract at Principal Underwriter's discretion.

Section 2.5. Broker's Access to Copies of Documents. During the term of this Agreement, Principal Underwriter shall provide Broker, without charge and when applicable, with as many copies of the Contract prospectus(es), current underlying mutual fund prospectus(es), statements of additional information and applications for the Contracts, as Broker may reasonably request. Upon receipt from Principal Underwriter of updated copies of the Contract prospectus(es), current underlying mutual fund prospectus(es), statements of additional information and applications for the Contracts, Broker shall promptly discard or destroy all copies of such documents previously provided to them, except such copies as are needed for purposes of maintaining records as may be required in Article VII and by Applicable Law. Upon termination of this Agreement, Broker shall promptly return to Principal Underwriter all Contract prospectus(es), current underlying mutual fund prospectus(es), statements of additional information, Contract applications and other materials and supplies furnished by Principal Underwriter to Broker or to its Representatives, except for copies required for maintaining records as may be required in Article VII and by Applicable Law.

Section 2.6. Advertising Material. During the term of this Agreement, Principal Underwriter or its Affiliates shall be responsible for providing and approving all promotional, sales and advertising material to be used by Broker. Principal Underwriter shall file such materials or shall cause such materials to be filed with the SEC, FINRA, and any state securities or insurance regulatory authorities, as required by Applicable Law.

Section 2.7. Marketing Reports. Principal Underwriter or its Affiliate shall compile periodic marketing reports summarizing sales results to the extent reasonably requested by Broker.

ARTICLE III **REPRESENTATIONS AND COVENANTS OF BROKER**

Section 3.1. Appointment of Broker. Broker shall solicit, sell and service the Contracts and shall use commercially reasonable efforts to find suitable purchasers for the Contracts. Broker represents and warrants that it shall only offer Contracts in those states where it or its Agency is appropriately licensed and has obtained any other appointments, approvals, licenses, authorizations, orders or consents which are necessary to enter into this Agreement and to perform its duties hereunder.

Section 3.2. Licenses, Appointments and Approvals. Broker represents and warrants that it is a registered broker-dealer under the 1934 Act, has all necessary broker-dealer licenses, is a member in good standing with the FINRA, and is licensed as an insurance broker and has obtained any other approvals, licenses, authorizations, orders or consents which are necessary to enter into this Agreement and to perform its duties hereunder. Broker further represents that its Representatives who shall be soliciting applications for the Contracts, whether alone or jointly with representatives of Principal Underwriter or its designee, shall at all times be appropriately registered and/or licensed as required by Applicable Law and shall comply with all requirements of Applicable Law. Broker further represents that neither it nor any of its Representatives are currently under investigation by any insurance regulator, FINRA, any other self-regulatory organization or other governmental authority, including but not limited to the SEC and Departments of Insurance (except for any investigations of which it has notified Principal Underwriter in writing). Broker further represents that it shall notify Principal Underwriter of the existence and subject matter of any formal or informal investigation of Broker or any of its agents that is commenced by any insurance regulator, FINRA or SEC, any other self regulatory organization or other governmental authority, in connection with the sale of the Contracts. Broker further represents that it shall immediately notify Principal Underwriter in writing if it or any of its Representatives have any of their respective licenses, which are required under this Agreement for the solicitation of, sale of or provision of services to the Contracts, surrendered, removed, revoked, cancelled or suspended, whether voluntarily or involuntarily.

Section 3.3. Policies and Procedures. Broker shall comply with the policies and procedures of Principal Underwriter and its Affiliates with respect to the solicitation, sales and administration of Contracts and services Broker and Representatives are authorized to sell and service under the Agreement, including, but not limited to,

privacy policies and procedures, as those policies and procedures may be provided to Broker by Principal Underwriter from time to time.

Section 3.4. Disclosure of Relationship with Principal Underwriter and Disclosure of Compensation. If and as required by Applicable Law, Broker shall disclose in writing to each applicant for a Contract Broker's relationship with Principal Underwriter and the compensation, and anything of value, Broker receives from Principal Underwriter for the services performed under this or any other Agreement. Principal Underwriter reserves the right to disclose to its purchasers of Contracts, and potential purchasers of Contracts, details regarding compensation, and anything of value, it, and any Principal Underwriter affiliate, may pay to Broker, or any of its affiliates, under this Agreement and any other agreement.

Section 3.5. Education, Training, Supervision and Control of Representatives. Broker shall train, supervise and be solely responsible for the conduct of its Representatives in their solicitation and servicing activities in connection with the Contracts, and shall supervise Representatives' strict compliance with Applicable Law, as well as the rules and procedures of Principal Underwriter pertaining to the solicitation, sale and submission of applications for the Contracts and the provision of services relating to the Contracts. Broker shall conduct background investigations of its current and proposed new Representatives to determine their qualifications, good character and moral fitness to sell the Contracts and shall provide Principal Underwriter with copies of such investigations upon Principal Underwriter's written request. Likewise, Broker is solely liable for the acts and omissions of its Representatives in the course of conducting its business.

Section 3.6. Broker/Representative Communications. Neither Broker nor any of its Representatives, are authorized by Principal Underwriter or its Affiliates to give any information or make any representation in connection with this Agreement or the offering of the Contracts other than those contained in the Contract, Prospectus, or promotional material authorized for use in writing by Principal Underwriter or its Affiliates. Broker shall not make any representations or give information that is not contained in the Contract, Prospectus or promotional material of the Contracts.

Section 3.7. Suitability Requirements. Broker shall establish and maintain a system to supervise its Representatives reasonably designed to ensure that, in making a recommendation to purchase a Contract (including as a part of an exchange), the Representative has reasonable grounds to believe that, based on facts disclosed by the purchaser, the purchase of the Contract is suitable for the purchaser as and to the extent required by Applicable Law. As part of the supervisory system, Broker shall maintain written procedures and conduct periodic reviews of its records that are reasonably designed to achieve compliance with these requirements. Broker shall be solely responsible for determining the suitability of recommendations to purchase a Contract made by its Representatives in accordance with Applicable Law, and shall, upon a reasonable written request from Principal Underwriter, provide written documentation of such process, including without limitation the certifications required in Section 4.3. To the extent required by Applicable Law and upon written request from Principal Underwriter, Broker shall promptly provide documentation and other information reasonably necessary to allow Principal Underwriter or its Affiliates to determine that Broker is performing the required functions described above.

Section 3.8. Application Review. Broker shall review diligently all Contract applications for accuracy and completeness and for compliance with the conditions herein, including the suitability and prospectus delivery requirements, and shall take all reasonable and appropriate measures to ensure that applications submitted to Principal Underwriter are accurate, complete, compliant with the conditions herein, and approved by a qualified registered principal.

Section 3.9. Replacement. Broker certifies on behalf of itself, its Representatives and its Agencies that it shall adhere to Applicable Law before it receives or solicits any applications for Contracts. In addition to the conditions and limitations elsewhere contained in this Agreement and the Compensation Schedules, no first year commission shall be payable on replacements or switches of any Contract with another Contract, which are undisclosed, and which require disclosure by Applicable Law or Principal Underwriter's or its Affiliates' rules on replacement transactions. Specific replacement or switching rules of each applicable Affiliate are described in Principal

Underwriter's Rewritten Business Rules, which shall be made available to Broker and which may be amended at any time by Principal Underwriter in its sole discretion.

Principal Underwriter shall make available written guidelines of Principal Underwriter's position with respect to the acceptability of replacements (the "Replacement Guidelines"), which Replacement Guidelines may be amended at any time by Principal Underwriter in its sole discretion. Broker shall provide each of its Representatives with a copy of the Replacement Guidelines. Broker shall establish and maintain a system to supervise its Representatives reasonably designed to review the appropriateness of each replacement transaction and each transaction's conformity with the Replacements Guidelines. As part of its supervisory system, Broker shall implement procedures that are reasonably designed to detect transactions that are replacements of existing policies or contracts, but that have not been reported as such by the Representative making the sale. These procedures must include, but are not limited to, systematic customer surveys and interviews, confirmation letters and programs of internal monitoring. Broker shall be solely responsible for determining that a replacement transaction by any of its Representatives is in compliance with Principal Underwriter's Replacement Guidelines and with Applicable Law. To the extent required by Applicable Law and upon written request from Principal Underwriter, Broker shall promptly provide documentation and other information reasonably necessary to allow Principal Underwriter or its Affiliates to determine that Broker is performing the required functions described in this Section 3.9.

Section 3.10. Audit of Representatives. Broker shall maintain reasonable procedures for its periodic audit of its Representatives' sales practices and shall, upon a reasonable written request from Principal Underwriter, provide a written report to Principal Underwriter on the results of such audits; provided, however, that Broker shall retain sole responsibility for the supervision, inspection and control of its Representatives.

Section 3.11. Collection of Payments. Only the initial purchase payments for the Contracts shall be collected by Representatives of Broker. All such purchase payments shall be remitted promptly in full (and in no event later than the time permitted under Applicable Law) together with any related application, forms and any other required documentation to Principal Underwriter or the appropriate Affiliate. The Broker shall make such remittances in accordance with any and all policies and procedures described in the Contract, prospectus, if appropriate, or as otherwise adopted by Principal Underwriter and its Affiliates.

Section 3.12. Contract Delivery. Unless otherwise requested by Broker and agreed to by Principal Underwriter, once a Contract has been issued, it shall be delivered to Broker and, after review by Broker, shall be timely delivered by Broker to the applicant, accompanied by any documents required to be delivered by Applicable Law and any additional appropriate documents. In the case of long-term care insurance, Broker shall ensure delivery of each new long-term care insurance contract within thirty (30) days of the contract's approval date. Principal Underwriter shall confirm or cause to be confirmed to customers all Contract transactions, to the extent required by Applicable Law, and shall administer the Contracts after they have been delivered, but may from time to time require assistance from Broker. If a purchaser exercises the free look rights under a Contract, Broker shall indemnify Principal Underwriter for any loss incurred by Principal Underwriter or its Affiliates that results from Broker's failure to promptly deliver such Contract to its purchaser.

Section 3.13. Rejection of Applications and Return of Contracts. Broker acknowledges that Principal Underwriter, on behalf of itself and its Affiliates, shall have the unconditional right to reject, in whole or in part, any application for a Contract. If Principal Underwriter rejects an application, Principal Underwriter or its Affiliate shall immediately return any purchase payments received directly to the Broker, and Broker shall be responsible for promptly returning such payments to the purchaser. If any purchaser of a Contract elects to return such Contract pursuant to any law or contractual provision, any purchase payment made or such other amount, as the Contract or Applicable Law shall specify, shall be returned by Principal Underwriter or its Affiliates to the Broker and the Broker shall be responsible for promptly returning such payments to the purchaser.

Section 3.14. Independent Contractor. Except as otherwise required by Applicable Law, Broker is not a principal, underwriter or agent of Principal Underwriter or its Affiliates, or any separate account of Principal Underwriter or its Affiliates. It is understood and acknowledged that Broker, its agents, designees or Representatives are independent contractors and not employees of Principal Underwriter or any of its subsidiaries or affiliates. None of the terms of this Agreement shall be construed as creating an employer-employee relationship between Broker, its agents, designees or Representatives, on the one hand, and Principal Underwriter, on the other hand. Broker, its agents and its other representatives, shall not hold themselves out to be employees of Principal Underwriter or its Affiliates in this connection or in any dealings with the public. Neither Broker nor its agents, designees or other representatives shall have authority on behalf of Principal Underwriter or its Affiliates to alter or amend any Contract or any form related to a Contract to adjust or settle any claim or commit Principal Underwriter or its Affiliates with respect thereto, or bind Principal Underwriter or its Affiliates in any way; or enter into legal proceedings in connection with any matter pertaining to Principal Underwriter's business without its prior written consent. Broker shall not expend, nor contract for the expenditure of, funds of Principal Underwriter or its Affiliates nor shall Broker possess or exercise any authority on behalf of Principal Underwriter other than that expressly conferred on Broker by this Agreement.

Section 3.15. Promotional Materials. To the extent that Broker uses brochures, other promotional materials and literature, and training material in connection with marketing or servicing Contracts, or that mention Principal Underwriter, its products or services in any way (collectively referred to herein as "Principal Underwriter Materials"), such Principal Underwriter Materials shall only be used with the prior written approval of Principal Underwriter. Similarly, Broker shall not use any information related to Principal Underwriter or Contracts on any Web site without the prior written consent of Principal Underwriter. Any requests for written approval of materials for use by Broker shall be submitted in writing by Broker to the individual and offices as directed by Principal Underwriter.

Section 3.16. Instructions by Representative. Broker and Agency shall be solely responsible for the accuracy and propriety of any (i) instruction given to Principal Underwriter by a Representative on behalf of an owner or prospective owner of a Contract, or (ii) action taken by a Representative on behalf of an owner or prospective owner of a Contract. Principal Underwriter shall have no responsibility or liability for any action taken or omitted by it in reliance on or by acceptance of such an instruction or action.

Section 3.17. Furnishing Information. Broker shall furnish Principal Underwriter and any regulatory authority with jurisdiction over the subject matter of this Agreement with any information, documentation, or reports prepared in connection with or related to this Agreement which may be requested by Principal Underwriter or such a regulatory authority in order to ascertain whether the operations of Principal Underwriter or Broker related to the Contracts are being conducted in a manner consistent with Applicable Law.

Section 3.18. Authority. Broker represents that it has full authority to enter into this Agreement and that by entering into this Agreement it shall not impair any other of its contractual obligations with respect to sales of any Contract.

Section 3.19. Insurance Coverage.

- a) Fidelity Bond. Broker shall secure and maintain a fidelity bond (including coverage for larceny and embezzlement), issued by a bonding company acceptable to Principal Underwriter, covering all of its directors, officers, agents, Representatives, associated persons and employees who have access to funds of Principal Underwriter or its Affiliates. This bond shall be maintained at Broker's expense in at least the amount prescribed under Rule 3020 of the FINRA Conduct Rules or future amendments thereto. Broker shall provide Principal Underwriter with satisfactory evidence of said bond upon Principal Underwriter's reasonable request. Broker hereby assigns any proceeds received from a fidelity bonding company, or other liability coverage, to Principal Underwriter, for itself or on behalf of its Affiliates, as their interest may appear, to the extent of its loss due to activities covered by the bond, policy or other liability coverage.

- b) Plan of Insurance. Broker shall maintain in full force and effect during the term of this Agreement a plan of insurance (which may be a plan of self-insurance if agreed to in writing in advance by Principal Underwriter) which shall provide coverage for errors and omissions of Broker and its directors, officers, employees, agents, Agencies and Representatives, in such amounts and scope of coverage as are acceptable to Principal Underwriter in its sole discretion. If requested by Principal Underwriter, Broker shall provide evidence of coverage under an insurance policy, or a plan of self-insurance, satisfactory to Principal Underwriter showing the amount and scope of coverage provided. If such insurance plan terminates for any reason during the term of this Agreement, Broker shall immediately notify Principal Underwriter in writing of such termination and Principal Underwriter shall have the right to immediately terminate this Agreement.
- c) Loss of coverage. The authority of any Representative to solicit and procure Contracts hereunder shall terminate automatically upon the termination of such Representative's coverage under the Broker's fidelity bond or plan of insurance referred to in subsections (a) and (b) above.

Section 3.20. Agency Distribution of Variable Contracts. In such cases where Broker intends to distribute the Variable Contracts through an Agency, Broker further represents that Agency shall engage in the offer or sale of Variable Contracts only through persons who are Representatives of the Broker. Broker shall further ensure that unregistered employees shall not engage in any securities activities requiring registration, nor receive any compensation based on transactions in securities or the provision of securities advice.

Section 3.21. Market Timing.

- (a) Broker shall not, and Broker shall take all steps necessary to ensure that its Representatives and any Agency shall not (i) solicit, offer or sell Variable Contracts in connection with or to facilitate any program, plan or arrangement involving market timing transactions in underlying mutual funds within Variable Contracts, or (ii) take any other actions that would promote, encourage or facilitate market timing transactions in the underlying mutual funds within Variable Contracts.
- (b) Notwithstanding the foregoing, Broker and its Representatives may provide incidental services in the form of guidance to applicants and owners of Variable Contracts regarding the allocation of premium and Variable Contract value, provided that such services are (i) solely incidental to Broker's activities in connection with the sales of the Variable Contracts, (ii) subject to the supervision and control of Broker, (iii) furnished in accordance with any rules and procedures that may be prescribed by Principal Underwriter, and (iv) not promoting, encouraging or facilitating market timing transactions in the underlying mutual funds within Variable Contracts.

Section 3.22. Prohibited Solicitation With Contract Holders. For a period of 12 months after termination of the Agreement, the Broker and Agency shall not, directly or indirectly, and on a systematic basis, contact the contract holders of Principal Underwriter or its Affiliates or condone such contact for the purpose of inducing any such contract holders to lapse, cancel, and fail to renew or replace any Contract. If the Broker or Agency, in the judgment of Principal Underwriter is determined to have engaged in such prohibited activity, then Principal Underwriter shall have the right to declare the Broker's and Agency's claims for compensation or any other benefit under the Agreement to be forfeited and void. Principal Underwriter, on behalf of itself and its Affiliates, may also pursue all remedies, including injunction, to assure compliance with the covenants in this Section 3.22 and shall, if successful, be entitled to recover from the Broker and Agency all costs and expenses incurred in pursuing such remedies, including reasonable attorneys' fees.

ARTICLE IV
COMPLIANCE WITH APPLICABLE LAW

Section 4.1. Applicable Law. Principal Underwriter and Broker shall comply with all applicable state and federal statutes, laws, rules, and regulations including without limitation, state insurance laws, rules and regulations, and federal and state securities laws, rules and regulations (“Applicable Law”). Applicable Law also includes applicable guidelines, policies, and rulings of federal and state regulatory organizations and agencies, including without limitation state insurance departments, the SEC and the FINRA, consumer privacy laws, HIPAA and any other state or federal laws, rules or regulations and decisions, orders and rulings of state and federal regulatory agencies that are now or may hereafter become applicable to the parties hereto and the transactions that are the subject of this Agreement.

Section 4.2. Anti-Money Laundering and Customer Identification.

- a) Broker shall comply with all applicable anti-money laundering laws, regulations, rules and government guidance, including the reporting, recordkeeping and compliance requirements of the Bank Secrecy Act (“BSA”), as amended by The International Money Laundering Abatement and Financial Anti-Terrorism Act of 2002, Title III of the USA PATRIOT Act (“the Act”), its implementing regulations, and related SEC and SRO rules. These requirements include requirements to identify and report currency transactions and suspicious activity, to implement a customer identification program to verify the identity of customers, and to implement an anti-money laundering compliance program. As required by the Act, Broker certifies that it has: a comprehensive anti-money laundering compliance program that includes, policies, procedures and internal controls for complying with the BSA; policies, procedures and internal controls for identifying, evaluating and reporting suspicious activity; a designated compliance officer or officers; training for appropriate persons; and an independent audit function.
- b) Further Broker certifies, and shall certify to Principal Underwriter annually hereafter, that it has established and implemented a training program for appropriate persons, including appropriate employees and all Representatives registered with Broker, and that such program includes training on the requirements of Broker’s anti-money laundering compliance program and on the identification of “red flags” associated with money laundering risks related to Principal Underwriter’s covered products, as they are defined in the regulations promulgated under Section 352 of the Act in accordance with the definitions provided in Section 103.37(a)(4).

Broker shall provide training to all appropriate persons, including its appropriate employees and all Representatives registered with Broker concerning their responsibilities under the company’s anti-money laundering program, and that such training shall include instruction on the identification of “red flags” associated with money laundering risks related to Principal Underwriter’s covered products, as they are defined in the regulations promulgated under Section 352 of the Act in accordance with the definitions provided in Section 103.37(a)(4).

- c) Further Broker certifies, and shall certify to Principal Underwriter annually hereafter, that it has established and implemented a Customer Identification Program, in compliance with applicable regulations, as part of its anti-money laundering compliance program that, at a minimum, requires: (i) the verification of the identity of any customer seeking to open an account; (ii) the retention of a record of the information used to verify each customer’s identity; and (iii) the determination, within a reasonable time before or after the account is opened, as to whether the customer appears on any lists of known or suspected terrorists or terrorist organizations as provided to it by any government agency.
- d) Broker shall verify the identity of each customer that it introduces to Principal Underwriter, whether through documentary or non-documentary means, and that Principal Underwriter shall rely upon such verification, as prescribed by the regulations promulgated under Section 326 of the Act

in accordance with the safe-harbor provided in Section 103.122(b)(6) of the regulations under the Act.

- e) Broker shall immediately notify Principal Underwriter of any activity, behavior, or transaction that results in Broker filing a suspicious activity report and that it shall share information to the extent permissible under the regulations promulgated under Section 314 of the Act in accordance with the safe harbor provided in Section 103.110(b)(5) of the regulations under the Act.

Section 4.3. Suitability Certification. To the extent required by Applicable Law and in accordance with Section 3.7, Broker hereby certifies, and shall hereafter annually certify in writing to Principal Underwriter, to the following:

With respect to the solicitation and sale of fixed and variable annuity Contracts offered by Principal Underwriter and its Affiliates, Broker has in place a system to supervise recommendations made for the Contracts that is reasonably designed to achieve compliance with state insurance laws or regulations regarding suitability and, with respect to variable annuities, to comply with applicable FINRA Conduct Rules, including Rule 2310, regarding suitability. As part of this supervisory system Broker maintains written procedures and conducts periodic reviews of its records that are reasonably designed to achieve compliance with these requirements.

Annual certificates shall be signed by an authorized senior officer or manager of the Broker with responsibility for overseeing annuity sales practices and who has a reasonable basis on which to make the certification on behalf of the Broker.

Section 4.4. Department Of Labor. Broker represents that when engaged in selling or servicing activities involving Contracts, either directly or through representatives or agencies, to plans, plan sponsors, participants, beneficiaries, IRAs or IRA owners subject to Title I of the Employee Retirement Income Securities Act of 1974, as amended (“ERISA”) or Section 4975 of the Internal Revenue Code of 1986, as amended (the “Code”) it (a) is acting independent of Principal Underwriter and the sales or servicing activities in relation to the Contract are at arm’s length (b) is an investment advisor registered under the Investment Advisors Act of 1940 or a broker-dealer registered under the Securities Exchange Act of 1934, (c) is capable of evaluating investment risks independently, both in general, and with regard to particular transactions and investment strategies, (d) will determine whether the final investment advice regulation set forth in Department of Labor Regulation §2510.3-21 (“DOL Fiduciary Rule”) applies to Broker’s Sales or servicing activities or client interactions relating to the Contracts (the “Covered Transactions”). If the Broker determines that the DOL Fiduciary Rule applies to the Covered Transactions, and that it is required under the DOL Fiduciary Rule to act as a fiduciary, then Broker will comply with the DOL Fiduciary Rule and will be acting in its capacity as a fiduciary under ERISA and/or the Code with respect to any such Covered Transactions, and in any case where the facts stated in (d) above apply, will be exercising independent judgment to evaluate and determine if the best interest standard is satisfied when investment advice is provided by the Broker relating to the Covered Transactions. Principal Underwriter represents that (i) it is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity in connection with the sale of the Contracts or the provision of educational materials, marketing materials, interactive tools, administrative or wholesaler support with regard to the Contracts, but is acting for its own financial interests, (ii) it has informed Broker of the existence and nature of the Principal Underwriter’s interests in the transaction by disclosing its fees, and (iii) Principal Underwriter will not receive a separate fee or other compensation from Broker, affiliates of the Broker, or the Broker’s clients for the provision of investment advice, as defined under the DOL Fiduciary Rule, in connection with Covered Transactions. This independent fiduciary exception is effective as of the date the selling agreement is executed and applies to each ERISA plan or IRA on whose behalf Broker will be acting regarding the purchase of the Contracts. This Section 4.4 documents the fiduciary roles with respect to this Agreement between Principal Underwriter and Broker, and the reliance and utilization of the “transactions with independent fiduciaries with financial expertise” exception found in Department of Labor Regulation §2510.3-21(c)(1).

ARTICLE V
COMPENSATION

Section 5.1. Payment Under Compensation Schedules. Principal Underwriter shall pay Broker compensation for the sale of each Contract sold by Representatives of Broker as set forth in Exhibits A and B. Principal Underwriter shall identify to Broker with each such payment the name or names of the Representative(s) of Broker who solicited each Contract covered by the payment. Broker shall be responsible for issuing checks, statements or forms for tax purposes and other administrative duties connected with compensation of such Representatives. Unless otherwise agreed upon by the parties, Principal Underwriter shall have no obligation to any of the employees, agents or Representatives of Broker or Agency for the payment of any compensation. Unless otherwise provided in Exhibits A and B, compensation on the Contracts, including the commissions and fees therein, may be amended by Principal Underwriter at any time, in any manner, and without prior notice. If Broker or its Representatives replace an existing Product issued by any of Principal Underwriter's Affiliates in whole or in part, the compensation set forth in Exhibits A or B is inapplicable and Principal Underwriter, in its sole discretion, shall determine what, if any, commissions shall be payable in accordance with Principal Underwriter's Rewritten Business Rules in effect at the time of such replacement.

Section 5.2. Sole Discretion to Refund Premiums. Broker recognizes that Principal Underwriter and its Affiliates have sole discretion to refund or return purchase payments paid by applicants.

Section 5.3. Chargeback of Compensation. Except as otherwise may be provided in Exhibit A and B, no compensation shall be payable in connection with a purchase payment, and any compensation already paid shall be promptly returned to Principal Underwriter on request, under each of the following conditions:

- a) if Principal Underwriter or its Affiliates, in their sole discretion, determine not to issue the Contract applied for;
- b) if Principal Underwriter or its Affiliates refund or return the purchase payment paid by the applicant for any reason, in whole or in part; or
- c) Principal Underwriter or its Affiliates determine that any person signing an application who is required to be registered and/or licensed or any other person or entity receiving compensation for soliciting purchases of the Contracts is not duly registered and/or licensed to sell the Contracts in the jurisdiction of such attempted sale.

Section 5.4. Offset. When commission has been paid to a Broker hereunder for a purchase payment that has since been refunded or returned to the purchaser, Principal Underwriter may, at its option, offset the amount of that commission against any other amounts payable to Broker by Principal Underwriter or any one or more of its Affiliates. In addition, Principal Underwriter may at any time offset against any compensation payable to the Agency or its successors or assigns, any indebtedness due from the Agency to Principal Underwriter or its Affiliates. Nothing contained herein shall be construed as giving Broker, Agency or Representative the right to incur any indebtedness on behalf of Principal Underwriter or its Affiliates. Any remaining indebtedness of Broker to Principal Underwriter or its Affiliates arising under this Agreement shall be a first lien against any monies payable hereunder. The right of Broker, or any person claiming through Broker to receive any compensation provided by this Agreement shall be subordinate to the right of Principal Underwriter to offset such compensation against any such indebtedness of the Broker to Principal Underwriter or its Affiliates.

Section 5.5. No Right to Withhold. Neither Broker nor any of its Representatives shall have any right to withhold or deduct any part of any premium or other purchase payment it shall receive with respect to the Contracts covered by this Agreement for purposes of payment of commission or for any other purpose.

Section 5.6. Impact on Termination. Principal Underwriter shall pay compensation to Broker for Contracts credited to an Agency prior to the termination date of this Agreement, as set forth in Exhibits A and B. Such

compensation shall be payable when the premium is due and paid to Principal Underwriter subject to the provisions of this Agreement and of the Compensation Schedule(s).

Section 5.7. Principal Underwriter Payment of Compensation; Discharge of Obligation. Agency and Broker hereby acknowledge that compensation attributable to the sale of any Contract issued by an Affiliate may be payable directly by Principal Underwriter, in its discretion, to Agency or Broker where permitted, and not by the Affiliate. Agency and Broker further acknowledge that such payment of compensation by Principal Underwriter attributable to the sale of such Contracts shall constitute a complete discharge of the obligation to pay compensation by the Affiliate issuer under this Agreement. The foregoing manner of payment shall not affect the right of offset or chargeback as referred to in Sections 5.3 and 5.4 of this Agreement, or other compensation rules as may be set forth in this Agreement, Exhibits A and B, or rules of the Principal Underwriter or its Affiliates.

Section 5.8. Expenses. Broker is responsible for all expenses incurred by the Broker, except as may be agreed to in writing by Principal Underwriter prior to the Broker incurring such expenses. Additionally, Principal Underwriter shall, at its expense, provide its standard advertising and promotional material to the Broker when deemed appropriate by Principal Underwriter.

Section 5.9. Conflict. With respect to compensation under this Agreement, in the event that anything contained in this Article 5 conflicts with the terms of the compensation described in the attached Exhibits A and B, the terms contained in Exhibits A and B shall prevail.

ARTICLE VI

COMPLAINTS AND INVESTIGATIONS

Section 6.1. Investigation by Regulator. Broker and Principal Underwriter shall cooperate fully in any regulatory investigation or proceeding or judicial proceeding arising in connection with the offer, sale, and/or servicing of the Contracts.

Section 6.2. Customer Complaints. The term Customer Complaint shall mean an oral or written communication either directly from the purchaser of or applicant for a Contract covered by this Agreement or his/her legal representative, or indirectly from a regulatory agency to which he/she or his/her legal representative has expressed a grievance.

Section 6.3. Notice and Handling of Customer Complaints.

- a) Principal Underwriter shall promptly notify Broker of Principal Underwriter's receipt of notice of any Customer Complaints relating to sales practices or marketing issues relating to the Contracts by forwarding to Broker a copy of any written materials in connection with such Customer Complaint and any additional information as may be necessary to furnish a complete understanding of same. Broker shall be responsible for resolving Customer Complaints involving sales practices or marketing issues. Principal Underwriter shall cooperate with Broker and provide information to Broker related to sales practices and marketing Customer Complaints that is reasonably required by Broker to facilitate the resolution of such Customer Complaints. During the resolution of a sales practices or marketing related Customer Complaint, Broker shall provide Principal Underwriter with a copy of all correspondence sent and received regarding that Customer Complaint. Nothing contained in this Section 6.3 (a) shall limit Principal Underwriter's right to settle as described in Section 6.4.
- b) Broker shall promptly notify Principal Underwriter of Broker's receipt of notice of any Customer Complaint by forwarding to Principal Underwriter a copy of any written materials in connection with the Customer Complaint and such additional information as may be necessary to furnish a complete understanding of same. Principal Underwriter shall be responsible for resolving Customer Complaints involving administrative issues. Broker shall cooperate with Principal

Underwriter and provide information to Principal Underwriter related to administrative Customer Complaints that is reasonably required by Principal Underwriter to facilitate the resolution of such Customer Complaints.

Section 6.4. Right to Settle. Principal Underwriter reserves the right to settle on behalf of itself, and on behalf of itself and Broker collectively if Broker agrees, any claims, complaints or grievances made by applicants, contract holders or others in connection with the Contracts, and concerning any conduct, act or omission by the Broker or its agents or representatives with respect to the Contracts or any transactions arising out of this Agreement. If Broker does not agree to a collective settlement with Principal Underwriter and Principal Underwriter, on behalf of itself, settles the matter, Broker shall indemnify and hold harmless Principal Underwriter from any and all claims, complaints or grievances made by Broker or any applicant, contract holder or other person or entity made in connection with such matter.

ARTICLE VII RECORDS AND ADMINISTRATION

Section 7.1. Books and Records. Broker shall maintain all books and records as required by Rules 17a-3 and 17a-4 under the 1934 Act, except to the extent that Principal Underwriter may agree in writing to maintain any such records on Broker's behalf. Records subject to any such agreement shall be maintained by Principal Underwriter as agent for Broker in compliance with said rules, and such records shall be and remain the property of Broker and be at all times subject to inspection by the SEC in accordance with Section 17(a) of that Act. Nothing contained herein shall be construed to affect Principal Underwriter's or its Affiliates' right to ownership and control of all records and documents pertaining to its business operations including, without limitation, its operations relating to the Contracts. Principal Underwriter and Broker shall each retain all records related to this Agreement as required by the 1934 Act, and the rules and regulations thereunder and by any other Applicable Law, as Confidential Information.

ARTICLE VIII CUSTOMER INFORMATION AND PROTECTED HEALTH INFORMATION

Section 8.1. Treatment of Customer Information. Broker shall treat Customer Information confidentially as required by Applicable Law and by Principal Underwriter, as described in Principal Underwriter's privacy notices and in accordance with Principal Underwriter policies and procedures. Broker shall also establish and implement administrative, physical and technical procedures to ensure the confidentiality, security and integrity of Customer Information in accordance with Applicable Law. Broker shall comply with Principal Underwriter's terms of use, policies and procedures with respect to use of Principal Underwriter electronic systems and databases providing access to Customer Information by Broker, its employees and Representatives, and shall promptly report to Principal Underwriter any actual or suspected breach of security related to such systems and databases of which it becomes aware. To the extent that Broker becomes aware of any actual or suspected security breach or unauthorized use, disclosure, acquisition or access to any Customer Information, Broker shall: (i) promptly notify Principal Underwriter, (ii) take all necessary and advisable corrective actions, and (iii) cooperate fully with Principal Underwriter in all reasonable and lawful efforts to prevent, mitigate or rectify such security breach or unauthorized use, disclosure, acquisition, or access to the Customer Information. Broker may use Customer Information only for the purpose of fulfilling its obligations under the Agreement. Broker shall limit access to Customer Information to its employees, Representatives and other Third Parties who need to know such Customer Information to permit Broker to fulfill its obligations under this Agreement and who have agreed to treat such Customer Information in accordance with the terms of this Agreement. Broker shall not disclose or otherwise make accessible Customer Information to anyone other than to the individual to whom the information relates (or to his or her legally authorized representative) or to other persons pursuant to a valid authorization signed by the individual to whom the information relates (or by his or her legally authorized representative), except as required for Broker to fulfill its obligations under this Agreement, as otherwise directed by Principal Underwriter, or as expressly required by Applicable Law. Principal Underwriter and its Affiliates may market, offer, sell or distribute insurance products, including, but not limited to, the Contracts, or any of their other products and related services, outside of this Agreement to customers of Broker provided they do not use Nonpublic Personal Information

regarding Broker's customers provided by Broker to specifically target those customers, and such marketing, offering, selling or distributing by Principal Underwriter and its Affiliates of insurance (including but not limited to the Contracts) or any of their other products or services shall not be subject to the terms of this Agreement.

Section 8.2. Protected Health Information ("PHI"). Notwithstanding anything to the contrary in this Agreement, in order to comply with HIPAA requirements, Broker agrees with respect to any PHI received, obtained or created by Broker, or disclosed or made accessible to Broker, that Broker: (a) shall not use or disclose PHI except to provide services pursuant to this Agreement and consistent with Applicable Law; (b) shall limit the use of, access to and disclosure of PHI to the minimum required to perform services or by Applicable Law; (c) shall use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement; (d) shall promptly report to Principal Underwriter any use or disclosure of Principal Underwriter PHI not permitted by this Agreement of which it becomes aware; (e) shall take reasonable steps to mitigate any harmful effect of any use or disclosure of PHI by Broker in violation of the terms of this Agreement or Applicable Law; (f) shall require that any of its Representatives and independent contractors to whom PHI is disclosed or made accessible or who uses PHI has agreed to the same restrictions and conditions that apply to Broker with respect to PHI pursuant to this Agreement; (g) shall, within fifteen (15) days of Principal Underwriter's request, provide to Principal Underwriter any PHI or information relating to PHI as deemed necessary by Principal Underwriter to provide individuals with access to, amendment of, and an accounting of disclosures of their PHI, and to incorporate any amendments of the PHI as requested by Principal Underwriter; (h) shall make its internal practices, books and records relating to its use or disclosure of PHI available to the Secretary of the United States Department of Health and Human Services at his/her request to determine Principal Underwriter's compliance with Applicable Law; (i) agrees that upon termination of this Agreement it shall, if feasible, return to Principal Underwriter or destroy all PHI it maintains in any form and retain no copies, and if such return or destruction is not feasible, to extend the protections of this Agreement to the PHI beyond the termination of this Agreement and for as long as Broker has PHI, and further agrees that any further use or disclosure of the PHI shall be solely for the purposes that make return or destruction infeasible. Destruction without retention of copies is not deemed feasible if prohibited by the terms of this Agreement or by Applicable Law, including record retention requirements under state insurance laws. With respect to PHI received made accessible, maintained or transmitted electronically in the performance of its obligations under this Agreement, Broker further agrees that it shall (1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any such electronic PHI; (2) ensure that its Representatives agree to implement reasonable and appropriate safeguards to protect such electronic PHI; and (3) report to the Principal Underwriter any security incident related to Electronic PHI of which the Broker becomes aware. In this context, the term "security incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in information systems such as hardware, software, information, data applications, communications and people.

Section 8.3 Additional Broker Responsibility With Respect To PHI. The Broker agrees and acknowledges that the Broker is directly subject to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), including its provisions relating to security and privacy of PHI as well as its enforcement and penalty provisions. The Broker agrees to: (a) comply with all applicable security and privacy provisions of HIPAA as amended by the HITECH Act and as it may be amended from time to time; (b) not act in any way to interfere with or hinder the Principal Underwriter's ability to comply with HIPAA as amended by the HITECH Act and as it may be amended from time to time; and (c) notify the Principal Underwriter within five (5) business days of discovering a "breach" as that term is defined in Section 13400 of the HITECH Act at the following e-mail address: securitybreach@brighthousefinancial.com. In the event Broker learns of a pattern of activity or practice of Principal Underwriter that constitutes a material breach or violation of its obligations relating to PHI under the Agreement, Broker will take reasonable steps to work with Principal Underwriter to cure the breach or end the violation. If such steps are unsuccessful, Broker will terminate the Agreement, if feasible, or, if termination is not feasible, report the problem to the Secretary of Health and Human Services.

Section 8.4. Privacy Notices and Authorization. Broker shall provide to customers and prospective customers who apply for or purchase Principal Underwriter products, and shall ensure that its Representatives provide to such customers and prospective customers, Principal Underwriter privacy notices as required by Applicable Law and by

Principal Underwriter. Broker shall also ensure that its Representatives obtain signed authorizations from customers and prospective customers who apply for Principal Underwriter products, as required by Principal Underwriter, and provide upon request of such customers and prospective customers, copies of their signed authorizations as required by Applicable Law and Principal Underwriter policy. In the event that a customer or prospective customer has signed a Principal Underwriter authorization and subsequently informs Broker or Representatives that he or she is revoking that authorization, Broker shall promptly inform Principal Underwriter in writing of such revocation.

ARTICLE IX

CONFIDENTIAL INFORMATION

Section 9.1. Treatment of Confidential Information. Principal Underwriter and Broker and their respective Affiliates each shall keep confidential all Confidential Information of the other. Without limiting the generality of the foregoing, Principal Underwriter and Broker and their respective Affiliates shall not disclose any Confidential Information to any Third Party without the prior written consent of the other; provided, however, that each may disclose Confidential Information (a) to those of its Representatives who have a need to know the Confidential Information in the ordinary course of business and who are informed of the confidential nature of the Confidential Information, and (b) as and to the extent required by Applicable Law or by legal process or requested by an insurance regulatory or administrative body. However, in the event that clause (b) of the preceding sentence is applicable, the party required or requested to disclose Confidential Information shall give prompt written notice thereof to the other party and shall reasonably cooperate in the other party's efforts to obtain an appropriate remedy to prevent or limit such disclosure. It is understood by Principal Underwriter and Broker that this Section 9.1 shall not prevent Broker from quoting Principal Underwriter premium rates in the ordinary course of business.

Section 9.2. Return of Confidential Information. Promptly upon the termination of this Agreement or the request of the providing party, the receiving party shall return to the providing party all Confidential Information furnished by the providing party or its Representatives. Neither the receiving party nor any of its Representatives shall make any copies in any form of any documents containing Confidential Information of the providing party without the prior written consent of an officer of the providing party, except such copies as need to be made in the ordinary course of business by Principal Underwriter or Broker to fulfill their respective obligations under this Agreement.

Section 9.3. Damages. Principal Underwriter and Broker each acknowledge that (a) money damages may not be a sufficient remedy for breach of this Article IX, (b) the Party aggrieved by any such breach may be entitled to specific performance and injunctive and other equitable relief with respect to such breach, (c) such remedies shall not be deemed to be the exclusive remedies for any such breach but shall be in addition to all other remedies available at law or in equity, and (d) in the event of litigation relating to this Article IX, if a court of competent jurisdiction determines in a final non-appealable order that either Principal Underwriter or Broker or any of their respective Representatives has breached this Article IX, then the party that is found (or whose Representative is found) to have committed such breach shall be liable for reasonable legal fees incurred by the aggrieved party or its affiliates in connection with such litigation including, without limitation, any appeals.

ARTICLE X
INDEMNIFICATION

Section 10.1. Indemnification. Each party shall hold harmless, defend, exonerate and indemnify each other party to this Agreement, as well as their respective employees, agents, trustees, Representatives, officers or directors, for any and all losses, claims, judgments, fines, penalties, damages, or liabilities (or any actions or threatened actions in respect of any of the foregoing) the other party suffers that results from the actions of the indemnifying party or its representatives with respect to its/their obligations under this Agreement, or breach of any representation, warranty, covenant, condition or duty contained in this Agreement or violation of Applicable Law with respect to its services required under this Agreement.

Section 10.2. Notice of Claim. After receipt of notice of the commencement of, or threat of, any claim, action, or proceeding by a third party (a "Third Party Action") by a party that believes it is entitled to indemnification under this Article X (the "Indemnified Party"), the Indemnified Party shall notify the party obligated to provide indemnification under this Article X (the "Indemnifying Party") in writing of the commencement thereof as soon as practicable thereafter, provided that the omission to so notify the Indemnifying Party shall not relieve it from any liability under this Article X, except to the extent that the Indemnifying Party demonstrates that the defense of such Third Party Action is materially prejudiced by the failure to give timely notice. Such notice shall describe the claim in reasonable detail.

Section 10.3. Defense, Settlement and Subrogation.

- a) The Indemnifying Party shall have the right to assume control of the defense of such Third Party Action and shall retain counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party and shall pay the reasonable fees and disbursements of such counsel related to such Third Party Action. The Indemnified Party shall cooperate and provide such assistance as the Indemnifying Party reasonably may request in connection with the Indemnifying Party's defense and shall be entitled to recover from the Indemnifying Party the reasonable out-of-pocket costs of providing such assistance (including reasonable fees of any counsel retained by the Indemnified Party with the consent of the Indemnifying Party to facilitate such assistance). The Indemnifying Party shall inform the Indemnified Party on a regular basis of the status of any Third Party Action and the Indemnifying Party's defense thereof.
- b) In any such Third Party Action, the Indemnified Party may, but shall not be obligated to, participate in the defense of any Third Party Action, at its own expense and using counsel of its own choosing, but the Indemnifying Party shall be entitled to control the defense thereof unless the Indemnified Party has relieved the Indemnifying Party from liability with respect to the particular Third Party Action.
- c) If notice is given to the Indemnifying Party of the commencement of any Third Party Action hereunder and the Indemnifying Party does not, either (i) within ten (10) Business Days after the receipt of such notice, give notice to the Indemnified Party of its election to assume the defense of such Third Party Action, or (ii) give notice to the Indemnified Party that it rejects the claim for indemnification pursuant to Section 10.5 herein, the Indemnified Party shall have the right, at its option and at the Indemnifying Party's expense, to defend such Third Party Action in a manner that the Indemnified Party deems appropriate. In such a case, the Indemnified Party shall not consent to the settlement, compromise or entry of judgment with respect to the Third Party Action without prior written notice to, consultation with, and written consent of the Indemnifying Party, which consent shall not be unreasonably withheld.
- d) In any Third Party Action, the defense of which is controlled by the Indemnifying Party: (i) the Indemnifying Party shall not, without the Indemnified Party's prior written consent, compromise or settle such Third Party Action, if (1) such compromise or settlement would impose an injunction or other equitable relief upon the Indemnified Party or (2) such compromise or settlement does not

include the Third Party's release of the Indemnified Party from all liability relating to such Third Party Action; and (ii) the Indemnified Party shall not compromise or settle such Third Party Action without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, provided that, if the Indemnified Party desires to compromise or settle such claim, suit or proceeding and the Indemnifying Party reasonably refuses to consent to such compromise or settlement, the Indemnified Party may enter into a compromise or settlement but shall be solely responsible for the cost of any compromise or settlement amount.

Section 10.4. Claim Not Involving Third Party Action. A claim for indemnification by a party hereunder for any matter not involving a Third Party Action may be asserted by notice to another party.

Section 10.5. Notice of Rejection of Claim. Notwithstanding anything within this Article X to the contrary, a party who has received a notice of claim for indemnification under this Article X, may notify the party asserting such claim for indemnification that it rejects the claim. Such notice rejecting a claim for indemnification must be given by the rejecting party within ten (10) business days of its receipt of the notice of claim and shall describe the basis for the rejection of the claim in reasonable detail.

Section 10.6. Provisions Not to Control. Notwithstanding anything in this Article X to the contrary, the terms and provisions of Article VI shall control in the event of any conflict or alleged conflict with this Article X.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1. Term and Termination.

- a) Term. This Agreement shall continue in force from the Effective Date, provided that any party may unilaterally terminate this Agreement with or without cause upon thirty (30) days prior written notice of termination to the other parties.
- b) Termination Due to Change in Status.
 - 1) Broker-Dealer Status. The Agreement shall terminate immediately upon Principal Underwriter or Broker ceasing to be a registered broker-dealer or a member of the FINRA.
 - 2) Legal Status. The Agreement shall terminate immediately upon the termination of the legal existence of Selling Broker-Dealer or the Agency, or the merger, consolidation, reorganization, dissolution, receivership or bankruptcy of either, or whenever the Agency is no longer licensed under law to solicit and procure applications for Contracts, unless the Agency notifies the other parties in writing at least thirty (30) days' prior to the occurrence of any of the above events and obtains written permission to continue on a basis approved by the other parties.
- c) Continuing Obligations. Upon termination of this Agreement, all authorizations, rights and obligations shall cease except (a) the agreements contained in Articles VI, VII, VIII, IX, and X, Sections 11.4, 11.5, 11.6 and 11.10 hereof; and (b) the obligation to settle accounts hereunder. Except with respect to records required to be maintained by Broker pursuant to Rules 17a-3 and 17a-4 under the 1934 Act, Broker shall return to Principal Underwriter, within 30 days after the Effective Date of termination, any and all records in its possession which have been specifically maintained in connection with Principal Underwriter's operations related to the Contracts.

Section 11.2. Assignability. This Agreement shall not be assigned by either party without the written consent of the other; provided, however, that Principal Underwriter may assign this Agreement to any of its Affiliates at any time. Any purported assignment in violation of this Section 11.2 shall be void.

Section 11.3. Amendments. No oral promises or representations shall be binding nor shall this Agreement be modified except by agreement in writing, executed on behalf of the parties by a duly authorized officer of each of them.

Section 11.4. Notices. All notices, demands and other communications required or permitted to be given to any party under this Agreement shall be in writing and any such notice, demand or other communication shall be deemed to have been duly given when delivered by hand, courier or overnight delivery service or, if mailed, two (2) Business Days after deposit in the mail and sent certified or registered mail, return receipt requested and with first-class postage prepaid:

(a) If to Broker, to the address on the signature page of this Agreement.

(b) If to Principal Underwriter:

Brighthouse Securities, LLC
Attn: Installations
11225 North Community House Road
Charlotte, NC 28277

Either party may change its respective notice address by advance written notice to the other.

Section 11.5. Arbitration.

- a) When Arbitration Required. All disputes and differences between the parties, other than those seeking injunctive relief or a restraining order under this Agreement, or arising with respect to the use of Customer Information, PHI or Confidential Information under Articles VIII and IX, must be decided by arbitration in accordance with the rules of arbitration of the American Arbitration Association, regardless of the insolvency of either party, unless the conservator, receiver, liquidator or statutory successor is specifically exempted from an arbitration proceeding by applicable state law.
- b) Initiation of Arbitration. Either party may initiate arbitration by providing written notification to the other party. Such written notice shall set forth (i) a brief statement of the issue(s); (ii) the failure of the parties to reach agreement; and (iii) the date of the demand for arbitration.
- c) Arbitration Panel. The arbitration panel shall consist of three arbitrators. The arbitrators must be impartial and must be or must have been officers of life insurance and or securities companies other than the parties or their affiliates.
- d) Selection of Arbitrators. Each party shall select an arbitrator within thirty (30) days from the date of the demand. If either party shall refuse or fail to appoint an arbitrator within the time allowed, the party that has appointed an arbitrator may notify the other party that, if it has not appointed its arbitrator within the following ten (10) days, an arbitrator shall be appointed on its behalf. The two (2) arbitrators shall select the third arbitrator within thirty (30) days of the appointment of the second arbitrator. If the two arbitrators fail to agree on the selection of the third arbitrator within the time allowed, each arbitrator shall submit to the other a list of three (3) candidates. Each arbitrator shall select one name from the list submitted by the other and the third arbitrator shall be selected from the two names chosen by drawing lots.
- e) Rules; Place for Meetings; Majority Vote. The arbitrators shall determine all arbitration schedules and procedural rules. Organizational and other meetings shall be held in New York, unless the arbitrators select another location. The arbitrators shall decide all matters by majority vote.

- f) Decision Final. The decisions of the arbitrators shall be final and binding on both parties. The arbitrators may, at their discretion, award costs and expenses, as they deem appropriate, including but not limited to legal fees and interest. The arbitrators may not award exemplary or punitive damages. Judgment may be entered upon the final decision of the arbitrators in any court of competent jurisdiction.
- g) Fees and Expenses. Each party shall be responsible for (a) all fees and expenses of its respective counsel, accountants, actuaries and any other representatives in connection with the arbitration and (b) unless the arbitrators shall provide otherwise, one-half (1/2) of the expenses of the arbitration, including the fees and expenses of the arbitrators.

Section 11.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to Delaware choice of law provisions.

Section 11.7. Entire Understanding. This Agreement and any reference incorporated herein constitute the complete understanding of the parties and supersedes in its entirety any and all prior and contemporaneous agreements among the parties with respect to the subject matter discussed herein. No oral agreements or representations shall be binding.

Section 11.8. Third Party Beneficiaries. Nothing in the Agreement shall convey any rights upon any person or entity, which is not a party to the Agreement. Principal Underwriter's Affiliates shall be Third Party beneficiaries of this Agreement, entitled to enforce the provision hereof as if they were a party to this Agreement.

Section 11.9. Non-Exclusivity. No territory or product is assigned exclusively hereunder to Broker and Agency and Principal Underwriter reserves the right in its discretion to enter into selling agreements with other broker-dealers, and to contract with or establish one or more insurance agencies in any jurisdiction in which Broker transacts business hereunder.

Section 11.10. Non-Solicitation of Employees and Agents. For purposes of this Section 11.10 only, the term "agent" shall include all appointed agents and Representatives. The parties to this Agreement acknowledge that each may have access to the names and identities of agents of each party as a result of performing their respective obligations under this Agreement, and that each may establish close working relationships with such persons. Therefore:

- a) Broker and Agency (for purposes of this Section 11.10, "Selling Group"), shall not solicit any agent of Principal Underwriter while an agent maintains his/ her affiliation with Principal Underwriter and for twelve (12) months after termination of the affiliation. In addition, Selling Group shall not interfere in any way with the relationships, contractual or otherwise, between Principal Underwriter and its agents. Selling Group shall not induce or encourage, or attempt to induce or encourage, any agent of Principal Underwriter to terminate or change his/ her relationship with Principal Underwriter; and
- b) Principal Underwriter shall not solicit any agent of Selling Group while an agent maintains his/ her affiliation with Selling Group and for twelve (12) months after termination of the affiliation. In addition, Principal Underwriter shall not interfere in any way with the relationships, contractual or otherwise, between Selling Group and its agents. Principal Underwriter shall not induce or encourage, or attempt to induce or encourage, any agent of Selling Group to terminate or change his/ her relationship with Selling Group.

Section 11.11. Waiver. The failure of either party to strictly enforce any provision of this Agreement shall not operate as a waiver of such provision or release either party from its obligation to perform strictly in accordance with such provision.

Section 11.12. Counterparts. This Agreement may be executed in counterparts, with the same force and effect as if executed in one complete document.

Section 11.13. Severability. If any provision of this Agreement is declared null, void or unenforceable in whole or in part by any court, arbitrator or governmental agency, said provision shall survive to the extent it is not so declared and all the other provisions of the Agreement shall remain in full force and effect unless, in each case, such declaration shall serve to deprive any of the parties hereto of the fundamental benefits of this Agreement.

Section 11.14. Trademarks. Neither party may use the other party's trademarks, service marks, trade names, logos, or other commercial or product designations (collectively, "Marks") for any purpose whatsoever without the prior written consent of the other party.

Section 11.15. Preparation of Certificates. Notwithstanding anything to the contrary in this Agreement, Broker and Principal Underwriter shall cooperate fully in the preparation of and execution of any certificates that may be required by a regulatory authority or by Applicable Law, in connection with the offer, sale, and/or servicing of the Contracts.

Section 11.16. Parties' Control of Business and Operations. The performance or receipt of services pursuant to this Agreement shall in no way impair the absolute control of the business and operations of each of the parties and their respective Affiliates by their own Board of Directors.

In reliance on the representations set forth and in consideration of the undertakings described, the parties represented below do hereby contract and agree.

“PRINCIPAL UNDERWRITER”

BRIGHTHOUSE SECURITIES, LLC

By _____

Date _____

Address:

Brighthouse Securities, LLC

11225 North Community House Road

Charlotte, NC 28277

Fax #: _____

“BROKER DEALER”

(Broker Firm)

By _____

Print Name & Title

Date _____

Address:

Fax #: _____

EXHIBIT A

Schedule of Variable Product and Compensation

[TO BE INSERTED]

EXHIBIT B

Schedule of Fixed Product and Compensation

[TO BE INSERTED]

EXHIBIT C

ASSOCIATED INSURANCE AGENCY

The Broker/Dealer named below (“Broker”), having executed a Retail Sales Agreement (the “Agreement”) by and between Broker, and Brighthouse Securities, LLC (the “Company”) dated _____ that, among other things, provides for sales of Company’s or its Affiliates’ Contracts through a designated associated insurance agency or agencies, hereby designates the associated insurance agency(s) (the “Associated Insurance Agency(s)”) named below as its Agency (as that term is defined in the Agreement) pursuant to Article III thereof. By signing this Exhibit C, each of Broker and the Associated Insurance Agency(s) hereby represents and warrants that each of the Associated Insurance Agency(s) is and will remain qualified to serve as an Agency in accordance with the terms of the Agreement. Each of the Associated Insurance Agency(s) hereby acknowledge that it has received a copy of the Agreement, that it has reviewed the Agreement and understands all of its terms, covenants and agreements, that it has had the opportunity to consult with counsel of choice relative thereto and that it agrees to be bound by and subject to the terms of the Agreement.

Without limiting the foregoing, Broker-Dealer and Insurance Agent represent that they are in compliance with the terms and conditions of Howard & Howard (sub. nom. First of America Brokerage Service, Inc.) (avail. Sept. 28, 1995) issued by the Staff of the SEC with respect to the non-registration as a broker-dealer of an insurance agency associated with a registered broker-dealer. Broker-Dealer and Insurance Agent shall notify Company immediately in writing if Broker-Dealer and/or Insurance Agent fail to comply with any such terms and conditions and shall take such measures as may be necessary and as promptly as practicable under the circumstances to cure any such non-compliance.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES

Broker/Dealer

Associated Insurance Agency Name

By: _____

By: _____

(Print Name & Title)

(Print Name & Title)

Date: _____

Date: _____

Tax ID: _____

Tax ID: _____

Associated Insurance Agency Name

By: _____

(Print Name & Title)

Date: _____

Tax ID: _____

Associated Insurance Agency Name

By: _____

(Print Name & Title)

Date: _____

Tax ID: _____

Nancy H. Badeer

VP & Associate General Counsel

The Law Group

285 Madison Avenue

New York, NY 10017

T: 212-578-6810 F: 212-251-1566

July 11, 2017

Board of Directors
Brighthouse Life Insurance Company
1209 Orange Street
Wilmington, DE 19801

Re: Opinion of Counsel
Pre-Effective Amendment No. 1 to the Registration Statement on Form S-3
Brighthouse Life Insurance Company
File No. 333-217507
Brighthouse Shield Level Select/SM/ 3-Year Annuity

Ladies and Gentlemen:

I am an Associate General Counsel to the Law Group and provide legal counsel to Brighthouse Life Insurance Company. This opinion is furnished in connection with the proposed offering of a certain single premium deferred index-linked annuity contract (the "Contract") issued by Brighthouse Life Insurance Company ("Company") under Pre-Effective Amendment No. 1 to Registration Statement on Form S-3, File No. 333-217507, filed on July 11, 2017 (the "Registration Statement") and described therein, filed by the Company under the Securities Act of 1933, as amended.

I have made such examination of law and examined such records of the Company and other documents as in my judgment are necessary or appropriate to render the opinion expressed below.

I am of the following opinions:

1. The Company is duly organized and existing under the laws of the State of Delaware and has been duly authorized to do business and to issue annuity contracts by the Insurance Commissioner of the State of Delaware.
2. The Contract covered by the above Registration Statement, and all amendments relating thereto, when delivered and when the first purchase payment made by an owner all in accordance with the prospectus (the "Prospectus") included in the Registration Statement and in compliance with the applicable local law, will be a legal and binding obligation of the Company in accordance with its terms. Owners of Contracts, as such, will not be subject to any deductions and charges by the Company other than those described in the Contract and as referred to in the Prospectus.

I hereby consent to the use of this opinion letter, or a copy thereof, as an exhibit to the Registration Statement.

Sincerely,

/s/ Nancy H. Badeer
Nancy H. Badeer
VP & Associate General Counsel

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Pre-Effective Amendment No. 1 to Registration Statement No. 333-217507 on Form S-3 of our report dated March 28, 2017, relating to the consolidated financial statements and financial statement schedules of Brighthouse Life Insurance Company (formerly MetLife Insurance Company USA) and subsidiaries (the “Company”), appearing in the Annual Report on Form 10-K of the Company for the year ended December 31, 2016, and to the reference to us as Experts under the heading “Independent Registered Public Accounting Firm” in the Prospectus, which is part of such Registration Statement.

/s/ DELOITTE & TOUCHE LLP

New York, New York

July 11, 2017

POWER OF ATTORNEY

Eric T. Steigerwalt

Chairman of the Board, President, Chief Executive Officer and a Director

KNOW ALL MEN BY THESE PRESENTS, that I, Eric T. Steigerwalt, Chairman of the Board, President and Chief Executive Officer and a Director of Brighthouse Life Insurance Company (formerly MetLife Insurance Company USA), a Delaware company (the "Company"), do hereby constitute and appoint Michele H. Abate, Christine M. DeBiase, and Andrew L. Gangolf, as my attorney-in-fact and agent, each of whom may act individually and none of whom is required to act jointly with any of the others, to sign and file on my behalf and to execute and file any instrument or document required to be filed as part of or in connection with or in any way related to, the Registration Statements and any and all amendments thereto filed by the Company under the Securities Act of 1933 and/or the Investment Company Act of 1940, pertaining to:

- Brighthouse Fund UL for Variable Life Insurance (811-03927)
 - File No. 002-88637 MarketLifeSM and Invest
 - File No. 333-152219 MarketLifeSM
 - File No. 333-56952 Brighthouse Variable Survivorship Life II
 - File No. 333-69771 Brighthouse Variable Survivorship Life
 - File No. 333-96515 Brighthouse Variable Life Accumulator and Brighthouse Variable Life Accumulator- Series 2
 - File No. 333-96519 Brighthouse Variable Life
 - File No. 333-113109 Brighthouse Variable Life Accumulator- Series 3
 - File No. 333-152216 Portfolio Architect Life
 - File No. 333-152217 VintageLife,
- Brighthouse Fund UL III for Variable Life Insurance (811-09215)
 - File No. 333-71349 Corporate Owned VUL Series 1
 - File No. 333-94779 Corporate Owned VUL 2000 and Corporate Owned VUL III
 - File No. 333-105335 Corporate Select Policy
 - File No. 333-113533 Corporate Owned VUL IV,
- Brighthouse Separate Account A (811-03365)
 - File No. 333-200231 Series VA (offered on and after October 7, 2011)
 - File No. 333-200232 Series S (offered on and after October 7, 2011) and Series S-L Share Option (offered on and after October 7, 2011)
 - File No. 333-200233 Series VA- 4 (offered on and after October 7, 2011)
 - File No. 333-200234 Series O (offered between April 30, 2012 and July 19, 2015)
 - File No. 333-200236 Series L- 4 Year (offered on and after April 29, 2013)
 - File No. 333-200237 PrimElite IV
 - File No. 333-200238 Marquis Portfolios (offered on and after April 30, 2012)
 - File No. 333-200239 Brighthouse Growth and Income
 - File No. 333-200240 Group Flexible Payment Variable Annuity (Flexible Bonus/Retirement Companion/Smart Choice)
 - File No. 333-200243 PrimElite III
 - File No. 333-200246 Brighthouse Simple SolutionsSM
 - File No. 333-200250 Marquis Portfolios (offered between November 7, 2005 and April 30, 2012)
 - File No. 333-200253 Series XC
 - File No. 333-200256 Series VA (offered between March 22, 2001 and October 7, 2011)
 - File No. 333-200259 Series L and Series L- 4 Year (offered between November 22, 2004 and October 7, 2011)
 - File No. 333-200261 Series C (offered between September 4, 2001 and October 7, 2011)

File No. 333-200263 Series XTRA
File No. 333-200265 Series S and Series S- L Share Option (offered between April 30, 2007 and October 7, 2011)
File No. 333-200268 Series L- 4 Year (offered between October 7, 2011 and April 28, 2013)
File No. 333-200270 Group Annuity SF 101
File No. 333-200272 Ultimate Annuity FSL 224
File No. 333-200275 Foresight SF 137
File No. 333-200277 SecurAnnuity (CLICO) 224/ SF 1700
File No. 333-200278 Group VA SF 234 (Texas)
File No. 333-200280 Sunshine SF 236 FL
File No. 333-200281 Flexible Value SF 230
File No. 333-200282 Investors Choice Annuity, Capital Strategist Annuity, Imprint Annuity and Strive Annuity
File No. 333-200283 Protected Equity Portfolio (PEP)
File No. 333-200284 Vintage L and Vintage XC
File No. 333-200285 Series XTRA 6
File No. 333-200286 Series VA- 4 (offered between May 1, 2011 and October 7, 2011)
File No. 333-200287 Series C (offered on and after October 7, 2011)
File No. 333-200288 Pioneer PRISM
File No. 333-200289 Pioneer PRISM L
File No. 333-200290 Pioneer PRISM XC
File No. 333-200323 Brighthouse Investment Portfolio ArchitectSM-Standard Version and Brighthouse Investment Portfolio ArchitectSM -C Share Option
File No. 333-203748 Series O (offered on and after July 20, 2015)
File No. 333-209053 Series VA (offered on and after May 2, 2016)
File No. 333-209054 Series VA- 4 (offered on and after May 2, 2016)
File No. 333-209055 Series S (offered on and after May 2, 2016) and Series S- L Share Option (offered on and after May 2, 2016)
File No. 333-209411 Brighthouse Prime Options,

- Brighthouse Separate Account Eleven for Variable Annuities (811-21262)
 - File Nos. 333-101778 and 333-152234 Pioneer AnnuiStar Plus Annuity, Portfolio Architect Plus Annuity and Scudder Advocate Rewards Annuity
 - File No. 333-152189 Universal Annuity
 - File No. 333-152190 Universal Select Annuity
 - File No. 333-152191 Universal Annuity Advantage
 - File Nos. 333-152192 and 333-152193 Brighthouse Retirement Account
 - File No. 333-152194 Gold Track and Gold Track Select
 - File Nos. 333-152197 and 333-152198 Brighthouse Access Annuity and Brighthouse Access Select Annuity
 - File Nos. 333-152199 and 333-152200 Vintage Annuity
 - File Nos. 333-152201 and 333-152202 Index Annuity
 - File Nos. 333-152232 and 333-152233 Portfolio Architect Annuity, Portfolio Architect Select Annuity, Premier Advisers Annuity (Class I) and Premier Advisers Annuity (Class II)
 - File Nos. 333-152235 and 333-152236 Pioneer AnnuiStar Annuity, Portfolio Architect II Annuity and Pioneer AnnuiStar Value Annuity
 - File Nos. 333-152237 and 333-152238 Premier Advisers II Annuity, Premier Advisers III (Series I) and Premier Advisers III Annuity (Series II)
 - File Nos. 333-152239 and 333-152240 Premier Advisers AssetManager Annuity, Premier Advisers L Annuity (Series I) and Premier Advisers L Annuity (Series II)
 - File Nos. 333-152255 and 333-152265 Vintage XTRA Annuity, Portfolio Architect XTRA Annuity and Vintage XTRA Annuity (Series II)
 - File Nos. 333-152256 and 333-152292 Vintage 3 Annuity, Portfolio Architect 3 Annuity, Portfolio Architect L Annuity, Vintage L Annuity and Pioneer AnnuiStar Flex Annuity
 - File Nos. 333-152258 and 333-152261 PrimElite Annuity
 - File Nos. 333-152259 and 333-152262 PrimElite II Annuity

File Nos. 333-152260 and 333-152266 Protected Equity Portfolio Annuity
File Nos. 333-152263 and 333-152269 Marquis Portfolios
File Nos. 333-152264 and 333-152270 Vintage Access, Portfolio Architect Access, Scudder Advocate Advisor and Scudder Advocate Advisor- ST1 Annuity
File Nos. 333-152267 and 333-152268 Vintage II Annuity and Vintage II Annuity (Series II)
File No. 333-197658 Brighthouse Accumulation Annuity
File No. 333-208464 Brighthouse Premier Variable AnnuitySM,

- Brighthouse Separate Account QPN for Variable Annuities
File No. 333-156867 Unallocated Group Variable Annuity
File No. 333-156911 Brighthouse Retirement Perspectives,
- Brighthouse Variable Annuity Account C (811-05200)
File No. 333-200244 Class XC
File No. 333-200247 Class VA, Class AA and Class B
File No. 333-200249 Class L and Class L– 4 Year
File No. 333-200252 Class A
File No. 333-200255 COVA VA, Firstar Summit VA, Premier Advisor VA, Destiny Select VA, Prevail VA
File No. 333-200258 COVA VA SPDA
File No. 333-200260 COVA Series A
File No. 333-200262 Navigator-Select/Custom-Select/Russell-Select
File No. 333-200264 Navigator-Select/Custom-Select/Russell-Select (CA)
File No. 333-200266 COVA VA and Premier Advisor (CA)
File No. 333-200267 COVA Series A (CA)
File No. 333-200269 Class C
File No. 333-200271 Class VA (CA), Class AA (CA), and Class B (CA)
File No. 333-200273 Class XC (CA)
File No. 333-200274 Class L (CA) and Class L - 4 Year (CA)
File No. 333-200276 Class A (CA)
File No. 333-200279 Class C (CA),
- Brighthouse Variable Life Account A (811-21851)
File No. 333-200241 Equity Advantage Variable Universal Life,
- Brighthouse Variable Life Account One (811-07971)
File No. 333-200242 Class VL
File No. 333-200245 Class VL (CA)
File No. 333-200248 Modified Single Premium Variable Life
File No. 333-200251 Custom Select and Russell Select Variable Life
File No. 333-200254 Modified Single Premium Variable Life (CA)
File No. 333-200257 Custom Select Variable Life,

And pertaining to:

File No. 333-218126 Brighthouse Shield Level SelectSM Access Annuity
File No. 333-217509 Brighthouse Shield Level SelectSM 6-Year Annuity
File No. 333-217507 Brighthouse Shield Level SelectSM 3-Year Annuity
File No. 333-216485 Brighthouse Shield Level 10SM Annuity
File No. 333-208884 Brighthouse Shield Level SelectorSM Annuity
File No. 333-207091 Brighthouse Shield Level SelectorSM 3-Year Annuity
Brighthouse Retirement Account (Liquidity Benefit) Annuity
T-Mark Fixed Annuity
Fixed Annuity (aka Strategic Value)
Registered Fixed Account Option
Target Maturity,

And new annuities such as:

Brighthouse Shield Annuity

Brighthouse Shield 3-year Annuity,

and to have full power and authority to do or cause to be done in my name, place and stead each and every act and thing necessary or appropriate in order to effectuate the same, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact or any of them, may do or cause to be done by virtue hereof. This Power of Attorney does not revoke any prior powers of attorney.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of June, 2017.

/s/ Eric T. Steigerwalt

Eric T. Steigerwalt

Brighthouse Life Insurance Company

POWER OF ATTORNEY

Anant Bhalla
Director, Vice President and Chief Financial Officer

KNOW ALL MEN BY THESE PRESENTS, that I, Anant Bhalla, a Director, Vice President and Chief Financial Officer of Brighthouse Life Insurance Company (formerly MetLife Insurance Company USA), a Delaware company (the "Company"), do hereby constitute and appoint Michele H. Abate, Christine M. DeBiase, and Andrew L. Gangolf, as my attorney-in-fact and agent, each of whom may act individually and none of whom is required to act jointly with any of the others, to sign and file on my behalf and to execute and file any instrument or document required to be filed as part of or in connection with or in any way related to, the Registration Statements and any and all amendments thereto filed by the Company under the Securities Act of 1933 and/or the Investment Company Act of 1940, pertaining to:

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File No. 333-200278 Group VA SF 234 (Texas)
File No. 333-200280 Sunshine SF 236 FL
File No. 333-200281 Flexible Value SF 230
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 - File No. 333-152191 Universal Annuity Advantage
 - File Nos. 333-152192 and 333-152193 Brighthouse Retirement Account
 - File No. 333-152194 Gold Track and Gold Track Select
 - File Nos. 333-152197 and 333-152198 Brighthouse Access Annuity and Brighthouse Access Select Annuity
 - File Nos. 333-152199 and 333-152200 Vintage Annuity
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 - File Nos. 333-152239 and 333-152240 Premier Advisers AssetManager Annuity, Premier Advisers L Annuity (Series I) and Premier Advisers L Annuity (Series II)
 - File Nos. 333-152255 and 333-152265 Vintage XTRA Annuity, Portfolio Architect XTRA Annuity and Vintage XTRA Annuity (Series II)
 - File Nos. 333-152256 and 333-152292 Vintage 3 Annuity, Portfolio Architect 3 Annuity, Portfolio Architect L Annuity, Vintage L Annuity and Pioneer AnnuiStar Flex Annuity
 - File Nos. 333-152258 and 333-152261 PrimElite Annuity
 - File Nos. 333-152259 and 333-152262 PrimElite II Annuity

File Nos. 333-152260 and 333-152266 Protected Equity Portfolio Annuity
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File No. 333-208464 Brighthouse Premier Variable AnnuitySM,

- Brighthouse Separate Account QPN for Variable Annuities
File No. 333-156867 Unallocated Group Variable Annuity
File No. 333-156911 Brighthouse Retirement Perspectives,
- Brighthouse Variable Annuity Account C (811-05200)
File No. 333-200244 Class XC
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File No. 333-200249 Class L and Class L– 4 Year
File No. 333-200252 Class A
File No. 333-200255 COVA VA, Firstar Summit VA, Premier Advisor VA, Destiny Select VA, Prevail VA
File No. 333-200258 COVA VA SPDA
File No. 333-200260 COVA Series A
File No. 333-200262 Navigator-Select/Custom-Select/Russell-Select
File No. 333-200264 Navigator-Select/Custom-Select/Russell-Select (CA)
File No. 333-200266 COVA VA and Premier Advisor (CA)
File No. 333-200267 COVA Series A (CA)
File No. 333-200269 Class C
File No. 333-200271 Class VA (CA), Class AA (CA), and Class B (CA)
File No. 333-200273 Class XC (CA)
File No. 333-200274 Class L (CA) and Class L - 4 Year (CA)
File No. 333-200276 Class A (CA)
File No. 333-200279 Class C (CA),
- Brighthouse Variable Life Account A (811-21851)
File No. 333-200241 Equity Advantage Variable Universal Life,
- Brighthouse Variable Life Account One (811-07971)
File No. 333-200242 Class VL
File No. 333-200245 Class VL (CA)
File No. 333-200248 Modified Single Premium Variable Life
File No. 333-200251 Custom Select and Russell Select Variable Life
File No. 333-200254 Modified Single Premium Variable Life (CA)
File No. 333-200257 Custom Select Variable Life,

And pertaining to:

File No. 333-218126 Brighthouse Shield Level SelectSM Access Annuity
File No. 333-217509 Brighthouse Shield Level SelectSM 6-Year Annuity
File No. 333-217507 Brighthouse Shield Level SelectSM 3-Year Annuity
File No. 333-216485 Brighthouse Shield Level 10SM Annuity
File No. 333-208884 Brighthouse Shield Level SelectorSM Annuity
File No. 333-207091 Brighthouse Shield Level SelectorSM 3-Year Annuity Brighthouse Retirement Account (Liquidity Benefit) Annuity
T-Mark Fixed Annuity
Fixed Annuity (aka Strategic Value)
Registered Fixed Account Option
Target Maturity,

And new annuities such as:

Brighthouse Shield Annuity

Brighthouse Shield 3-year Annuity,

and to have full power and authority to do or cause to be done in my name, place and stead each and every act and thing necessary or appropriate in order to effectuate the same, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact or any of them, may do or cause to be done by virtue hereof. This Power of Attorney does not revoke any prior powers of attorney.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of June, 2017.

/s/ Anant Bhalla

Anant Bhalla

Brighthouse Life Insurance Company

POWER OF ATTORNEY

Peter M. Carlson
Director and Vice President

KNOW ALL MEN BY THESE PRESENTS, that I, Peter M. Carlson, a Director and Vice President of Brighthouse Life Insurance Company (formerly MetLife Insurance Company USA), a Delaware company (the "Company"), do hereby constitute and appoint Michele H. Abate, Christine M. DeBiase, and Andrew L. Gangolf, as my attorney-in-fact and agent, each of whom may act individually and none of whom is required to act jointly with any of the others, to sign and file on my behalf and to execute and file any instrument or document required to be filed as part of or in connection with or in any way related to, the Registration Statements and any and all amendments thereto filed by the Company under the Securities Act of 1933 and/or the Investment Company Act of 1940, pertaining to:

- Brighthouse Fund UL for Variable Life Insurance (811-03927)
 - File No. 002-88637 MarketLifeSM and Invest
 - File No. 333-152219 MarketLifeSM
 - File No. 333-56952 Brighthouse Variable Survivorship Life II
 - File No. 333-69771 Brighthouse Variable Survivorship Life
 - File No. 333-96515 Brighthouse Variable Life Accumulator and Brighthouse Variable Life Accumulator- Series 2
 - File No. 333-96519 Brighthouse Variable Life
 - File No. 333-113109 Brighthouse Variable Life Accumulator- Series 3
 - File No. 333-152216 Portfolio Architect Life
 - File No. 333-152217 VintageLife,
- Brighthouse Fund UL III for Variable Life Insurance (811-09215)
 - File No. 333-71349 Corporate Owned VUL Series 1
 - File No. 333-94779 Corporate Owned VUL 2000 and Corporate Owned VUL III
 - File No. 333-105335 Corporate Select Policy
 - File No. 333-113533 Corporate Owned VUL IV,
- Brighthouse Separate Account A (811-03365)
 - File No. 333-200231 Series VA (offered on and after October 7, 2011)
 - File No. 333-200232 Series S (offered on and after October 7, 2011) and Series S-L Share Option (offered on and after October 7, 2011)
 - File No. 333-200233 Series VA- 4 (offered on and after October 7, 2011)
 - File No. 333-200234 Series O (offered between April 30, 2012 and July 19, 2015)
 - File No. 333-200236 Series L- 4 Year (offered on and after April 29, 2013)
 - File No. 333-200237 PrimElite IV
 - File No. 333-200238 Marquis Portfolios (offered on and after April 30, 2012)
 - File No. 333-200239 Brighthouse Growth and Income
 - File No. 333-200240 Group Flexible Payment Variable Annuity (Flexible Bonus/Retirement Companion/Smart Choice)
 - File No. 333-200243 PrimElite III
 - File No. 333-200246 Brighthouse Simple SolutionsSM
 - File No. 333-200250 Marquis Portfolios (offered between November 7, 2005 and April 30, 2012)
 - File No. 333-200253 Series XC
 - File No. 333-200256 Series VA (offered between March 22, 2001 and October 7, 2011)
 - File No. 333-200259 Series L and Series L- 4 Year (offered between November 22, 2004 and October 7, 2011)
 - File No. 333-200261 Series C (offered between September 4, 2001 and October 7, 2011)

File No. 333-200263 Series XTRA
File No. 333-200265 Series S and Series S- L Share Option (offered between April 30, 2007 and October 7, 2011)
File No. 333-200268 Series L- 4 Year (offered between October 7, 2011 and April 28, 2013)
File No. 333-200270 Group Annuity SF 101
File No. 333-200272 Ultimate Annuity FSL 224
File No. 333-200275 Foresight SF 137
File No. 333-200277 SecurAnnuity (CLICO) 224/ SF 1700
File No. 333-200278 Group VA SF 234 (Texas)
File No. 333-200280 Sunshine SF 236 FL
File No. 333-200281 Flexible Value SF 230
File No. 333-200282 Investors Choice Annuity, Capital Strategist Annuity, Imprint Annuity and Strive Annuity
File No. 333-200283 Protected Equity Portfolio (PEP)
File No. 333-200284 Vintage L and Vintage XC
File No. 333-200285 Series XTRA 6
File No. 333-200286 Series VA- 4 (offered between May 1, 2011 and October 7, 2011)
File No. 333-200287 Series C (offered on and after October 7, 2011)
File No. 333-200288 Pioneer PRISM
File No. 333-200289 Pioneer PRISM L
File No. 333-200290 Pioneer PRISM XC
File No. 333-200323 Brighthouse Investment Portfolio ArchitectSM-Standard Version and Brighthouse Investment Portfolio ArchitectSM -C Share Option
File No. 333-203748 Series O (offered on and after July 20, 2015)
File No. 333-209053 Series VA (offered on and after May 2, 2016)
File No. 333-209054 Series VA- 4 (offered on and after May 2, 2016)
File No. 333-209055 Series S (offered on and after May 2, 2016) and Series S- L Share Option (offered on and after May 2, 2016)
File No. 333-209411 Brighthouse Prime Options,

- Brighthouse Separate Account Eleven for Variable Annuities (811-21262)
 - File Nos. 333-101778 and 333-152234 Pioneer AnnuiStar Plus Annuity, Portfolio Architect Plus Annuity and Scudder Advocate Rewards Annuity
 - File No. 333-152189 Universal Annuity
 - File No. 333-152190 Universal Select Annuity
 - File No. 333-152191 Universal Annuity Advantage
 - File Nos. 333-152192 and 333-152193 Brighthouse Retirement Account
 - File No. 333-152194 Gold Track and Gold Track Select
 - File Nos. 333-152197 and 333-152198 Brighthouse Access Annuity and Brighthouse Access Select Annuity
 - File Nos. 333-152199 and 333-152200 Vintage Annuity
 - File Nos. 333-152201 and 333-152202 Index Annuity
 - File Nos. 333-152232 and 333-152233 Portfolio Architect Annuity, Portfolio Architect Select Annuity, Premier Advisers Annuity (Class I) and Premier Advisers Annuity (Class II)
 - File Nos. 333-152235 and 333-152236 Pioneer AnnuiStar Annuity, Portfolio Architect II Annuity and Pioneer AnnuiStar Value Annuity
 - File Nos. 333-152237 and 333-152238 Premier Advisers II Annuity, Premier Advisers III (Series I) and Premier Advisers III Annuity (Series II)
 - File Nos. 333-152239 and 333-152240 Premier Advisers AssetManager Annuity, Premier Advisers L Annuity (Series I) and Premier Advisers L Annuity (Series II)
 - File Nos. 333-152255 and 333-152265 Vintage XTRA Annuity, Portfolio Architect XTRA Annuity and Vintage XTRA Annuity (Series II)
 - File Nos. 333-152256 and 333-152292 Vintage 3 Annuity, Portfolio Architect 3 Annuity, Portfolio Architect L Annuity, Vintage L Annuity and Pioneer AnnuiStar Flex Annuity
 - File Nos. 333-152258 and 333-152261 PrimElite Annuity
 - File Nos. 333-152259 and 333-152262 PrimElite II Annuity

File Nos. 333-152260 and 333-152266 Protected Equity Portfolio Annuity
File Nos. 333-152263 and 333-152269 Marquis Portfolios
File Nos. 333-152264 and 333-152270 Vintage Access, Portfolio Architect Access, Scudder Advocate Advisor and Scudder Advocate Advisor- ST1 Annuity
File Nos. 333-152267 and 333-152268 Vintage II Annuity and Vintage II Annuity (Series II)
File No. 333-197658 Brighthouse Accumulation Annuity
File No. 333-208464 Brighthouse Premier Variable AnnuitySM,

- Brighthouse Separate Account QPN for Variable Annuities
File No. 333-156867 Unallocated Group Variable Annuity
File No. 333-156911 Brighthouse Retirement Perspectives,
- Brighthouse Variable Annuity Account C (811-05200)
File No. 333-200244 Class XC
File No. 333-200247 Class VA, Class AA and Class B
File No. 333-200249 Class L and Class L– 4 Year
File No. 333-200252 Class A
File No. 333-200255 COVA VA, Firstar Summit VA, Premier Advisor VA, Destiny Select VA, Prevail VA
File No. 333-200258 COVA VA SPDA
File No. 333-200260 COVA Series A
File No. 333-200262 Navigator-Select/Custom-Select/Russell-Select
File No. 333-200264 Navigator-Select/Custom-Select/Russell-Select (CA)
File No. 333-200266 COVA VA and Premier Advisor (CA)
File No. 333-200267 COVA Series A (CA)
File No. 333-200269 Class C
File No. 333-200271 Class VA (CA), Class AA (CA), and Class B (CA)
File No. 333-200273 Class XC (CA)
File No. 333-200274 Class L (CA) and Class L - 4 Year (CA)
File No. 333-200276 Class A (CA)
File No. 333-200279 Class C (CA),
- Brighthouse Variable Life Account A (811-21851)
File No. 333-200241 Equity Advantage Variable Universal Life,
- Brighthouse Variable Life Account One (811-07971)
File No. 333-200242 Class VL
File No. 333-200245 Class VL (CA)
File No. 333-200248 Modified Single Premium Variable Life
File No. 333-200251 Custom Select and Russell Select Variable Life
File No. 333-200254 Modified Single Premium Variable Life (CA)
File No. 333-200257 Custom Select Variable Life,

And pertaining to:

File No. 333-218126 Brighthouse Shield Level SelectSM Access Annuity
File No. 333-217509 Brighthouse Shield Level SelectSM 6-Year Annuity
File No. 333-217507 Brighthouse Shield Level SelectSM 3-Year Annuity
File No. 333-216485 Brighthouse Shield Level 10SM Annuity
File No. 333-208884 Brighthouse Shield Level SelectorSM Annuity
File No. 333-207091 Brighthouse Shield Level SelectorSM 3-Year Annuity
Brighthouse Retirement Account (Liquidity Benefit) Annuity
T-Mark Fixed Annuity
Fixed Annuity (aka Strategic Value)
Registered Fixed Account Option
Target Maturity,

And new annuities such as:

Brighthouse Shield Annuity

Brighthouse Shield 3-year Annuity,

and to have full power and authority to do or cause to be done in my name, place and stead each and every act and thing necessary or appropriate in order to effectuate the same, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact or any of them, may do or cause to be done by virtue hereof. This Power of Attorney does not revoke any prior powers of attorney.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of June, 2017.

/s/ Peter M. Carlson

Peter M. Carlson

Brighthouse Life Insurance Company

POWER OF ATTORNEY

Lynn A. Dumais
Vice President and Chief Accounting Officer

KNOW ALL MEN BY THESE PRESENTS, that I, Lynn A. Dumais, Vice President and Chief Accounting Officer of Brighthouse Life Insurance Company (formerly MetLife Insurance Company USA), a Delaware company (the "Company"), do hereby constitute and appoint Michele H. Abate, Christine M. DeBiase, and Andrew L. Gangolf, as my attorney-in-fact and agent, each of whom may act individually and none of whom is required to act jointly with any of the others, to sign and file on my behalf and to execute and file any instrument or document required to be filed as part of or in connection with or in any way related to, the Registration Statements and any and all amendments thereto filed by the Company under the Securities Act of 1933 and/or the Investment Company Act of 1940, pertaining to:

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 - File No. 333-96519 Brighthouse Variable Life
 - File No. 333-113109 Brighthouse Variable Life Accumulator- Series 3
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 - File No. 333-152217 VintageLife,
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 - File No. 333-105335 Corporate Select Policy
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 - File No. 333-200246 Brighthouse Simple SolutionsSM
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 - File No. 333-200261 Series C (offered between September 4, 2001 and October 7, 2011)

File No. 333-200263 Series XTRA
File No. 333-200265 Series S and Series S- L Share Option (offered between April 30, 2007 and October 7, 2011)
File No. 333-200268 Series L- 4 Year (offered between October 7, 2011 and April 28, 2013)
File No. 333-200270 Group Annuity SF 101
File No. 333-200272 Ultimate Annuity FSL 224
File No. 333-200275 Foresight SF 137
File No. 333-200277 SecurAnnuity (CLICO) 224/ SF 1700
File No. 333-200278 Group VA SF 234 (Texas)
File No. 333-200280 Sunshine SF 236 FL
File No. 333-200281 Flexible Value SF 230
File No. 333-200282 Investors Choice Annuity, Capital Strategist Annuity, Imprint Annuity and Strive Annuity
File No. 333-200283 Protected Equity Portfolio (PEP)
File No. 333-200284 Vintage L and Vintage XC
File No. 333-200285 Series XTRA 6
File No. 333-200286 Series VA- 4 (offered between May 1, 2011 and October 7, 2011)
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File No. 333-200289 Pioneer PRISM L
File No. 333-200290 Pioneer PRISM XC
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 - File No. 333-152191 Universal Annuity Advantage
 - File Nos. 333-152192 and 333-152193 Brighthouse Retirement Account
 - File No. 333-152194 Gold Track and Gold Track Select
 - File Nos. 333-152197 and 333-152198 Brighthouse Access Annuity and Brighthouse Access Select Annuity
 - File Nos. 333-152199 and 333-152200 Vintage Annuity
 - File Nos. 333-152201 and 333-152202 Index Annuity
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 - File Nos. 333-152235 and 333-152236 Pioneer AnnuiStar Annuity, Portfolio Architect II Annuity and Pioneer AnnuiStar Value Annuity
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 - File Nos. 333-152239 and 333-152240 Premier Advisers AssetManager Annuity, Premier Advisers L Annuity (Series I) and Premier Advisers L Annuity (Series II)
 - File Nos. 333-152255 and 333-152265 Vintage XTRA Annuity, Portfolio Architect XTRA Annuity and Vintage XTRA Annuity (Series II)
 - File Nos. 333-152256 and 333-152292 Vintage 3 Annuity, Portfolio Architect 3 Annuity, Portfolio Architect L Annuity, Vintage L Annuity and Pioneer AnnuiStar Flex Annuity
 - File Nos. 333-152258 and 333-152261 PrimElite Annuity
 - File Nos. 333-152259 and 333-152262 PrimElite II Annuity

File Nos. 333-152260 and 333-152266 Protected Equity Portfolio Annuity
File Nos. 333-152263 and 333-152269 Marquis Portfolios
File Nos. 333-152264 and 333-152270 Vintage Access, Portfolio Architect Access, Scudder Advocate Advisor and Scudder Advocate Advisor- ST1 Annuity
File Nos. 333-152267 and 333-152268 Vintage II Annuity and Vintage II Annuity (Series II)
File No. 333-197658 Brighthouse Accumulation Annuity
File No. 333-208464 Brighthouse Premier Variable AnnuitySM,

- Brighthouse Separate Account QPN for Variable Annuities
File No. 333-156867 Unallocated Group Variable Annuity
File No. 333-156911 Brighthouse Retirement Perspectives,
- Brighthouse Variable Annuity Account C (811-05200)
File No. 333-200244 Class XC
File No. 333-200247 Class VA, Class AA and Class B
File No. 333-200249 Class L and Class L– 4 Year
File No. 333-200252 Class A
File No. 333-200255 COVA VA, Firstar Summit VA, Premier Advisor VA, Destiny Select VA, Prevail VA
File No. 333-200258 COVA VA SPDA
File No. 333-200260 COVA Series A
File No. 333-200262 Navigator-Select/Custom-Select/Russell-Select
File No. 333-200264 Navigator-Select/Custom-Select/Russell-Select (CA)
File No. 333-200266 COVA VA and Premier Advisor (CA)
File No. 333-200267 COVA Series A (CA)
File No. 333-200269 Class C
File No. 333-200271 Class VA (CA), Class AA (CA), and Class B (CA)
File No. 333-200273 Class XC (CA)
File No. 333-200274 Class L (CA) and Class L - 4 Year (CA)
File No. 333-200276 Class A (CA)
File No. 333-200279 Class C (CA),
- Brighthouse Variable Life Account A (811-21851)
File No. 333-200241 Equity Advantage Variable Universal Life,
- Brighthouse Variable Life Account One (811-07971)
File No. 333-200242 Class VL
File No. 333-200245 Class VL (CA)
File No. 333-200248 Modified Single Premium Variable Life
File No. 333-200251 Custom Select and Russell Select Variable Life
File No. 333-200254 Modified Single Premium Variable Life (CA)
File No. 333-200257 Custom Select Variable Life,

And pertaining to:

File No. 333-218126 Brighthouse Shield Level SelectSM Access Annuity
File No. 333-217509 Brighthouse Shield Level SelectSM 6-Year Annuity
File No. 333-217507 Brighthouse Shield Level SelectSM 3-Year Annuity
File No. 333-216485 Brighthouse Shield Level 10SM Annuity
File No. 333-208884 Brighthouse Shield Level SelectorSM Annuity
File No. 333-207091 Brighthouse Shield Level SelectorSM 3-Year Annuity
Brighthouse Retirement Account (Liquidity Benefit) Annuity
T-Mark Fixed Annuity
Fixed Annuity (aka Strategic Value)
Registered Fixed Account Option
Target Maturity,

And new annuities such as:

Brighthouse Shield Annuity

Brighthouse Shield 3-year Annuity,

and to have full power and authority to do or cause to be done in my name, place and stead each and every act and thing necessary or appropriate in order to effectuate the same, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact or any of them, may do or cause to be done by virtue hereof. This Power of Attorney does not revoke any prior powers of attorney.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of June, 2017.

/s/ Lynn A. Dumais

Lynn A. Dumais

Brighthouse Life Insurance Company

POWER OF ATTORNEY

Myles J. Lambert
Director and Vice President

KNOW ALL MEN BY THESE PRESENTS, that I, Myles J. Lambert, a Director and Vice President of Brighthouse Life Insurance Company (formerly MetLife Insurance Company USA), a Delaware company (the "Company"), do hereby constitute and appoint Michele H. Abate, Christine M. DeBiase, and Andrew L. Gangolf, as my attorney-in-fact and agent, each of whom may act individually and none of whom is required to act jointly with any of the others, to sign and file on my behalf and to execute and file any instrument or document required to be filed as part of or in connection with or in any way related to, the Registration Statements and any and all amendments thereto filed by the Company under the Securities Act of 1933 and/or the Investment Company Act of 1940, pertaining to:

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File No. 333-200252 Class A
File No. 333-200255 COVA VA, Firstar Summit VA, Premier Advisor VA, Destiny Select VA, Prevail VA
File No. 333-200258 COVA VA SPDA
File No. 333-200260 COVA Series A
File No. 333-200262 Navigator-Select/Custom-Select/Russell-Select
File No. 333-200264 Navigator-Select/Custom-Select/Russell-Select (CA)
File No. 333-200266 COVA VA and Premier Advisor (CA)
File No. 333-200267 COVA Series A (CA)
File No. 333-200269 Class C
File No. 333-200271 Class VA (CA), Class AA (CA), and Class B (CA)
File No. 333-200273 Class XC (CA)
File No. 333-200274 Class L (CA) and Class L - 4 Year (CA)
File No. 333-200276 Class A (CA)
File No. 333-200279 Class C (CA),
- Brighthouse Variable Life Account A (811-21851)
File No. 333-200241 Equity Advantage Variable Universal Life,
- Brighthouse Variable Life Account One (811-07971)
File No. 333-200242 Class VL
File No. 333-200245 Class VL (CA)
File No. 333-200248 Modified Single Premium Variable Life
File No. 333-200251 Custom Select and Russell Select Variable Life
File No. 333-200254 Modified Single Premium Variable Life (CA)
File No. 333-200257 Custom Select Variable Life,

And pertaining to:

File No. 333-218126 Brighthouse Shield Level SelectSM Access Annuity
File No. 333-217509 Brighthouse Shield Level SelectSM 6-Year Annuity
File No. 333-217507 Brighthouse Shield Level SelectSM 3-Year Annuity
File No. 333-216485 Brighthouse Shield Level 10SM Annuity
File No. 333-208884 Brighthouse Shield Level SelectorSM Annuity
File No. 333-207091 Brighthouse Shield Level SelectorSM 3-Year Annuity
Brighthouse Retirement Account (Liquidity Benefit) Annuity
T-Mark Fixed Annuity
Fixed Annuity (aka Strategic Value)
Registered Fixed Account Option
Target Maturity,

And new annuities such as:

Brighthouse Shield Annuity

Brighthouse Shield 3-year Annuity,

and to have full power and authority to do or cause to be done in my name, place and stead each and every act and thing necessary or appropriate in order to effectuate the same, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact or any of them, may do or cause to be done by virtue hereof. This Power of Attorney does not revoke any prior powers of attorney.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of June, 2017.

/s/ Myles J. Lambert

Myles J. Lambert

Brighthouse Life Insurance Company

POWER OF ATTORNEY

John L. Rosenthal
Director, Vice President and Chief Investment Officer

KNOW ALL MEN BY THESE PRESENTS, that I, John L. Rosenthal, a Director, Vice President and Chief Investment Officer of Brighthouse Life Insurance Company (formerly MetLife Insurance Company USA), a Delaware company (the "Company"), do hereby constitute and appoint Michele H. Abate, Christine M. DeBiase, and Andrew L. Gangolf, as my attorney-in-fact and agent, each of whom may act individually and none of whom is required to act jointly with any of the others, to sign and file on my behalf and to execute and file any instrument or document required to be filed as part of or in connection with or in any way related to, the Registration Statements and any and all amendments thereto filed by the Company under the Securities Act of 1933 and/or the Investment Company Act of 1940, pertaining to:

- Brighthouse Fund UL for Variable Life Insurance (811-03927)
 - File No. 002-88637 MarketLifeSM and Invest
 - File No. 333-152219 MarketLifeSM
 - File No. 333-56952 Brighthouse Variable Survivorship Life II
 - File No. 333-69771 Brighthouse Variable Survivorship Life
 - File No. 333-96515 Brighthouse Variable Life Accumulator and Brighthouse Variable Life Accumulator- Series 2
 - File No. 333-96519 Brighthouse Variable Life
 - File No. 333-113109 Brighthouse Variable Life Accumulator- Series 3
 - File No. 333-152216 Portfolio Architect Life
 - File No. 333-152217 VintageLife,
- Brighthouse Fund UL III for Variable Life Insurance (811-09215)
 - File No. 333-71349 Corporate Owned VUL Series 1
 - File No. 333-94779 Corporate Owned VUL 2000 and Corporate Owned VUL III
 - File No. 333-105335 Corporate Select Policy
 - File No. 333-113533 Corporate Owned VUL IV,
- Brighthouse Separate Account A (811-03365)
 - File No. 333-200231 Series VA (offered on and after October 7, 2011)
 - File No. 333-200232 Series S (offered on and after October 7, 2011) and Series S-L Share Option (offered on and after October 7, 2011)
 - File No. 333-200233 Series VA- 4 (offered on and after October 7, 2011)
 - File No. 333-200234 Series O (offered between April 30, 2012 and July 19, 2015)
 - File No. 333-200236 Series L- 4 Year (offered on and after April 29, 2013)
 - File No. 333-200237 PrimElite IV
 - File No. 333-200238 Marquis Portfolios (offered on and after April 30, 2012)
 - File No. 333-200239 Brighthouse Growth and Income
 - File No. 333-200240 Group Flexible Payment Variable Annuity (Flexible Bonus/Retirement Companion/Smart Choice)
 - File No. 333-200243 PrimElite III
 - File No. 333-200246 Brighthouse Simple SolutionsSM
 - File No. 333-200250 Marquis Portfolios (offered between November 7, 2005 and April 30, 2012)
 - File No. 333-200253 Series XC
 - File No. 333-200256 Series VA (offered between March 22, 2001 and October 7, 2011)
 - File No. 333-200259 Series L and Series L- 4 Year (offered between November 22, 2004 and October 7, 2011)
 - File No. 333-200261 Series C (offered between September 4, 2001 and October 7, 2011)

File No. 333-200263 Series XTRA
File No. 333-200265 Series S and Series S- L Share Option (offered between April 30, 2007 and October 7, 2011)
File No. 333-200268 Series L- 4 Year (offered between October 7, 2011 and April 28, 2013)
File No. 333-200270 Group Annuity SF 101
File No. 333-200272 Ultimate Annuity FSL 224
File No. 333-200275 Foresight SF 137
File No. 333-200277 SecurAnnuity (CLICO) 224/ SF 1700
File No. 333-200278 Group VA SF 234 (Texas)
File No. 333-200280 Sunshine SF 236 FL
File No. 333-200281 Flexible Value SF 230
File No. 333-200282 Investors Choice Annuity, Capital Strategist Annuity, Imprint Annuity and Strive Annuity
File No. 333-200283 Protected Equity Portfolio (PEP)
File No. 333-200284 Vintage L and Vintage XC
File No. 333-200285 Series XTRA 6
File No. 333-200286 Series VA- 4 (offered between May 1, 2011 and October 7, 2011)
File No. 333-200287 Series C (offered on and after October 7, 2011)
File No. 333-200288 Pioneer PRISM
File No. 333-200289 Pioneer PRISM L
File No. 333-200290 Pioneer PRISM XC
File No. 333-200323 Brighthouse Investment Portfolio ArchitectSM-Standard Version and Brighthouse Investment Portfolio ArchitectSM -C Share Option
File No. 333-203748 Series O (offered on and after July 20, 2015)
File No. 333-209053 Series VA (offered on and after May 2, 2016)
File No. 333-209054 Series VA- 4 (offered on and after May 2, 2016)
File No. 333-209055 Series S (offered on and after May 2, 2016) and Series S- L Share Option (offered on and after May 2, 2016)
File No. 333-209411 Brighthouse Prime Options,

- Brighthouse Separate Account Eleven for Variable Annuities (811-21262)
 - File Nos. 333-101778 and 333-152234 Pioneer AnnuiStar Plus Annuity, Portfolio Architect Plus Annuity and Scudder Advocate Rewards Annuity
 - File No. 333-152189 Universal Annuity
 - File No. 333-152190 Universal Select Annuity
 - File No. 333-152191 Universal Annuity Advantage
 - File Nos. 333-152192 and 333-152193 Brighthouse Retirement Account
 - File No. 333-152194 Gold Track and Gold Track Select
 - File Nos. 333-152197 and 333-152198 Brighthouse Access Annuity and Brighthouse Access Select Annuity
 - File Nos. 333-152199 and 333-152200 Vintage Annuity
 - File Nos. 333-152201 and 333-152202 Index Annuity
 - File Nos. 333-152232 and 333-152233 Portfolio Architect Annuity, Portfolio Architect Select Annuity, Premier Advisers Annuity (Class I) and Premier Advisers Annuity (Class II)
 - File Nos. 333-152235 and 333-152236 Pioneer AnnuiStar Annuity, Portfolio Architect II Annuity and Pioneer AnnuiStar Value Annuity
 - File Nos. 333-152237 and 333-152238 Premier Advisers II Annuity, Premier Advisers III (Series I) and Premier Advisers III Annuity (Series II)
 - File Nos. 333-152239 and 333-152240 Premier Advisers AssetManager Annuity, Premier Advisers L Annuity (Series I) and Premier Advisers L Annuity (Series II)
 - File Nos. 333-152255 and 333-152265 Vintage XTRA Annuity, Portfolio Architect XTRA Annuity and Vintage XTRA Annuity (Series II)
 - File Nos. 333-152256 and 333-152292 Vintage 3 Annuity, Portfolio Architect 3 Annuity, Portfolio Architect L Annuity, Vintage L Annuity and Pioneer AnnuiStar Flex Annuity
 - File Nos. 333-152258 and 333-152261 PrimElite Annuity
 - File Nos. 333-152259 and 333-152262 PrimElite II Annuity

File Nos. 333-152260 and 333-152266 Protected Equity Portfolio Annuity
File Nos. 333-152263 and 333-152269 Marquis Portfolios
File Nos. 333-152264 and 333-152270 Vintage Access, Portfolio Architect Access, Scudder Advocate Advisor and Scudder Advocate Advisor- ST1 Annuity
File Nos. 333-152267 and 333-152268 Vintage II Annuity and Vintage II Annuity (Series II)
File No. 333-197658 Brighthouse Accumulation Annuity
File No. 333-208464 Brighthouse Premier Variable AnnuitySM,

- Brighthouse Separate Account QPN for Variable Annuities
File No. 333-156867 Unallocated Group Variable Annuity
File No. 333-156911 Brighthouse Retirement Perspectives,
- Brighthouse Variable Annuity Account C (811-05200)
File No. 333-200244 Class XC
File No. 333-200247 Class VA, Class AA and Class B
File No. 333-200249 Class L and Class L– 4 Year
File No. 333-200252 Class A
File No. 333-200255 COVA VA, Firstar Summit VA, Premier Advisor VA, Destiny Select VA, Prevail VA
File No. 333-200258 COVA VA SPDA
File No. 333-200260 COVA Series A
File No. 333-200262 Navigator-Select/Custom-Select/Russell-Select
File No. 333-200264 Navigator-Select/Custom-Select/Russell-Select (CA)
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File No. 333-200267 COVA Series A (CA)
File No. 333-200269 Class C
File No. 333-200271 Class VA (CA), Class AA (CA), and Class B (CA)
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- Brighthouse Variable Life Account One (811-07971)
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File No. 333-200254 Modified Single Premium Variable Life (CA)
File No. 333-200257 Custom Select Variable Life,

And pertaining to:

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File No. 333-217509 Brighthouse Shield Level SelectSM 6-Year Annuity
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File No. 333-216485 Brighthouse Shield Level 10SM Annuity
File No. 333-208884 Brighthouse Shield Level SelectorSM Annuity
File No. 333-207091 Brighthouse Shield Level SelectorSM 3-Year Annuity
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Brighthouse Shield Annuity

Brighthouse Shield 3-year Annuity,

and to have full power and authority to do or cause to be done in my name, place and stead each and every act and thing necessary or appropriate in order to effectuate the same, as fully to all intents and purposes as I might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact or any of them, may do or cause to be done by virtue hereof. This Power of Attorney does not revoke any prior powers of attorney.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of June, 2017.

/s/ John L. Rosenthal

John L. Rosenthal