

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

FORM S-3

**REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933
POST-EFFECTIVE AMENDMENT NO. 2
BRIGHOUSE 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
(980) 365-7100**

(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
Carlton Fields
1025 Thomas Jefferson St., N.W.
Suite 400 West
Washington, DC 20007-5208

Approximate date of commencement of proposed sale to the public: As soon as practicable following the effectiveness of the registration statement.

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

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.

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

Large accelerated filer Accelerated filer
Non-accelerated filer Smaller reporting company
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

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.

EXPLANATORY NOTE

This Post-Effective Amendment No. 2 (the "Amendment") to the Registration Statement on Form S-3 (File No. 333-262390) (the "Registration Statement") of Brighthouse Life Insurance Company is being filed solely for the purpose of including in the Registration Statement the additions/modifications reflected in the Supplement. Part II of the Registration Statement has also been updated pursuant to the requirements of Form S-3. The Amendment does not amend any other part of the Registration Statement.



BRIGHTHOUSE LIFE INSURANCE COMPANY

SUPPLEMENT DATED May 1, 2023

To the following prospectuses dated August 4, 2022

**Brighthouse Shield Level Pay PlusSM Annuity Prospectus
Brighthouse Shield Level Pay PlusSM Advisory Annuity Prospectus**

For Shield Level Pay PlusSM Annuity and Shield Level Pay PlusSM Advisory Annuity Contracts Issued On or After May 1, 2023

For the Shield Level Pay PlusSM Annuity and Shield Level Pay PlusSM Advisory Annuity Contracts (the "Contracts") referenced above issued by Brighthouse Life Insurance Company ("BLIC," the "Company," "we," "our" or "us") this supplement describes certain enhancements to the Contracts that add (1) Shield Options that come with a new rate crediting type called Step Rate Edge, (2) new 2-year Terms available with certain Shield Options, (3) the Nasdaq-100 Index[®] available with Shield Options, and (4) additional 1-year Terms for certain Shield Options.

This supplement should be read in conjunction with the current prospectus for your Contract, i.e. the Brighthouse Shield Level Pay PlusSM Annuity Prospectus and the Brighthouse Shield Level Pay PlusSM Advisory Annuity Prospectus, both dated August 4, 2022 (SEC File No. 333-262390), and should be retained for future reference. [This supplement incorporates the respective prospectus by reference.](#) The supplement adds certain information to the prospectus to reflect the addition of the enhancements. Unless specifically defined in this supplement, the terms used in this supplement have the same meaning as in your Contract's prospectus. We will send you another copy of your prospectus without charge upon request. Please contact the Annuity Service Office at (888) 243-1932 or write to us at Brighthouse Life Insurance Company, Annuity Service Office, PO. Box 305075, Nashville, TN 37230-5075.

SHIELD OPTIONS

The following chart lists the Shield Options currently available under the Contract (each of which is issued with a Cap Rate unless otherwise noted as a Step Rate or Step Rate Edge) before the Annual Benefit Commencement Date.

SHIELD OPTIONS available before the Annual Benefit Commencement Date	
TERM	INDEX
SHIELD 25 (up to 25% downside protection)	
1 Year	S&P 500 [®] Index Russell 2000 [®] Index MSCI EAFE Index Nasdaq-100 Index ^{®*}
6 Year	S&P 500 [®] Index Russell 2000 [®] Index MSCI EAFE Index Nasdaq-100 Index ^{®*}

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SHIELD OPTIONS available before the Annual Benefit Commencement Date	
TERM	INDEX
SHIELD 15 (up to 15% downside protection)	
1 Year	S&P 500® Index S&P 500® Index Step Rate* S&P 500® Index Step Rate Edge* Russell 2000® Index Russell 2000® Index Step Rate* Russell 2000® Index Step Rate Edge* MSCI EAFE Index MSCI EAFE Index Step Rate* MSCI EAFE Index Step Rate Edge* Nasdaq-100 Index®* Nasdaq-100 Index® Step Rate* Nasdaq-100 Index® Step Rate Edge*
2 Year	S&P 500® Index Step Rate* S&P 500® Index Step Rate Edge* Russell 2000® Index Step Rate* Russell 2000® Index Step Rate Edge* MSCI EAFE Index Step Rate* MSCI EAFE Index Step Rate Edge* Nasdaq-100 Index® Step Rate* Nasdaq-100 Index® Step Rate Edge*
3 Year	S&P 500® Index Russell 2000® Index MSCI EAFE Index Nasdaq-100 Index®*
6 Year	S&P 500® Index Russell 2000® Index MSCI EAFE Index Nasdaq-100 Index®*
SHIELD 10 (up to 10% downside protection)	
1 Year	S&P 500® Index S&P 500® Index Step Rate S&P 500® Index Step Rate Edge* Russell 2000® Index Russell 2000® Index Step Rate Russell 2000® Index Step Rate Edge* MSCI EAFE Index MSCI EAFE Index Step Edge MSCI EAFE Index Step Rate Edge* Nasdaq-100 Index®* Nasdaq-100 Index® Step Rate* Nasdaq-100 Index® Step Rate Edge*
2 Year	S&P 500® Index Step Rate* S&P 500® Index Step Rate Edge* Russell 2000® Index Step Rate* Russell 2000® Index Step Rate Edge* MSCI EAFE Index Step Rate* MSCI EAFE Index Step Rate Edge* Nasdaq-100 Index® Step Rate* Nasdaq-100 Index® Step Rate Edge*
3 Year	S&P 500® Index Russell 2000® Index MSCI EAFE Index Nasdaq-100 Index®*

SHIELD OPTIONS available before the Annual Benefit Commencement Date	
TERM	INDEX
6 Year	S&P 500® Index Russell 2000® Index MSCI EAFE Index Nasdaq-100 Index®*

*Shield Options not available for Contracts issued before May 1, 2023.

We are not obligated to offer any one particular Shield Option. After the Contract is issued, there will always be at least one Shield Option available although it may not be substantially similar to one of the currently available Shield Options. If we were to offer only one Shield Option, you would be limited to investing in that one Shield Option. If that Shield Option does not meet your investment objectives or financial goals, you could transfer to the Fixed Account, surrender your Contract and/or invest in another investment vehicle. If you surrender your Contract, you might incur taxes, tax penalties or other adjustments. If you invest in another investment vehicle, that investment may have different features, fees, and risks than your Contract. Index-linked annuity contracts are complex insurance and investment vehicles.

Please note, Shield Options with Step Rate Edge with higher Shield Rates tend to have lower Edge Rates than other Shield Options with Step Rate Edge that use the same Index and Term but have lower Shield Rates. For example, a Shield Option with Step Rate Edge with the S&P 500® Index, a 1-Year Term and a Shield 15 will tend to have an Edge Rate that is lower than a Shield Option with Step Rate Edge with the S&P 500® Index, a 1-Year Term and a Shield 10.

TERM

2-Year Terms are available with Shield Options with Step Rate and Step Rate Edge. Additional 1-Year Terms are available with certain Shield Options.

INDICES

Nasdaq-100 Index® is newly available with certain Shield Options.

Nasdaq-100 Index® (Price Return Index). The Nasdaq-100 Index® includes 100 of the largest domestic and international non-financial securities listed on The Nasdaq Stock Market based on market capitalization. The Index reflects companies across major industry groups including computer hardware and software, telecommunications, retail/wholesale trade and biotechnology. It does not contain securities of financial companies including investment companies. The Nasdaq-100 Index® does not include dividends declared by any of the companies in this Index.

SHIELD OPTIONS WITH STEP RATE EDGE

The Shield Options with Step Rate Edge described in this supplement are similar to the Shield Options with Step Rate described in the prospectus, except that you will receive the Edge Rate even if the Index Performance is negative, as long as the negative Index Performance is equal to or greater than the Shield Rate. With Shield Options with Step Rate Edge, as with any Shield Option you select under the Contract, 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. Therefore, if a negative Index Performance for a Shield Option with Step Rate Edge exceeds the corresponding Shield Rate at the Term End Date, you will bear the portion of the loss that exceeds the Shield Rate. This means that there could be situations when a small difference in the Index Performance results in significantly different Performance Rates. For example, if Index

Performance is -9.5%, the Shield Rate is 10% and the Edge Rate is 7%, the Performance Rate will equal the Edge Rate, or 7%. On the other hand, if Index Performance is -10.5% and the Shield Rate is 10%, the Performance Rate will equal -5%.

STEP RATE EDGE CREDITING TYPE

Step Rate Edge

For Shield Options with Step Rate Edge, the Edge Rate is the rate credited at the Term End Date if the Index Performance is equal to or greater than the Shield Rate. Step Rate Edge therefore, provides you with the opportunity to receive the Edge Rate even when Index Performance is negative, so long as Index Performance is equal to or greater than the Shield Rate. For example, a 3% Index Performance with a 7% Edge Rate and a 10% Shield Rate will result in a 7% Performance Rate, or, a -10% Index Performance with a 7% Edge Rate and a 10% Shield Rate will result in a 7% Performance Rate. The Edge Rate is measured from the Term Start Date to the Term End Date, and the full Edge Rate only applies if you hold the Shield Option until the Term End Date. **The Edge Rate may vary between Shield Options and it is not an annual rate.** For renewals into the same Shield Option a new Edge Rate is declared for each subsequent Term, and such rate will not be less than the minimum guaranteed Edge Rate(s) stated in your Contract, but will not be less than 1.5%.

You should keep in mind that unlike Shield Options with a Cap Rate or Step Rate, with a Shield Option with Step Rate Edge you will receive a positive Performance Rate equal to the Edge Rate even if Index Performance is negative, so long as such negative Index Performance does not exceed the Shield Rate.

In deciding whether to purchase a Shield Option with a Cap Rate versus a Step Rate or Step Rate Edge, you should consider the following:

1. Step Rates and Edge Rates are generally lower than Cap Rates. For example, 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.
2. Similarly, if Index Performance is equal to or greater than the Shield Rate but less than the Edge 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 an Edge Rate.
3. Alternatively, if 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 otherwise would 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%.
4. Similarly, if the Index is equal to or greater than the Shield Rate and exceeds the Edge Rate, and you chose an Edge Rate for your Shield Option, your Performance Rate Adjustment will be lower than it otherwise would 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 7% Edge Rate, your Performance Rate would instead be 7%.

In deciding whether to purchase a Shield Option with a Step Rate versus Step Rate Edge, you should consider that Edge Rates are generally lower than Step Rates, but Edge Rates are applicable

when Index Performance is equal to or greater than the Shield Rate whereas Step Rates are applicable only when Index Performance is equal to or greater than zero. For example, if you chose an Edge Rate of 7% and Index Performance is equal to or greater than the Shield Rate but less than zero, your Performance Rate would be 7%. On the other hand, if you chose a Step Rate of 8% and Index Performance is equal to or greater than the Shield Rate but less than zero, your Performance Rate would be 0% even though the Step Rate is higher than the Edge Rate. Conversely, if you chose an Edge Rate of 7% and Index Performance is equal to or greater than zero, your Performance Rate would be 7% whereas if you had chosen a Step Rate of 8%, your Performance Rate would be 8% rather than 7%.

There are two ways you may find out what the renewal Edge Rate will be for a subsequent Term. Thirty (30) days before the current Term expires, we will mail you a Notice indicating your maturing Shield Options and how you can obtain the new Cap Rates, Step Rates and Edge Rates. You may also access our website at <https://www.brighthousefinancial.com/products/annuities/shield-annuities/shield-rates/renewal-rates/> where at least two months of renewal Cap Rates, Step Rates and Edge Rates are posted – i.e., for the current month and the following month. At the Term End Date, the Investment Amount will automatically be renewed into the same Shield Option, with the new Edge Rate, unless you elect to transfer such amount into a different Shield Option(s) or the Fixed Account.

INVESTMENT AMOUNT CALCULATION WITH STEP RATE EDGE

The Investment Amount for each Shield Option is equal to the Investment Amount at the Term Start Date, reduced proportionately for any withdrawals (including withdrawals to pay for advisory fees in the case of Shield Level Pay PlusSM Advisory Annuity), Rider Charge deductions or adjustments by the same percentage that the withdrawal, Rider Charge and adjustments reduces the Interim Value attributable to that Shield Option, adjusted by the Performance Rate at Term End Date. 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, or the next Interim Value calculation. We apply the Performance Rate Adjustment to your Investment Amount on the Term End Date.

The Performance Rate for Shield Options with Step Rate Edge can be positive 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 Step Rate Edge	less than zero and exceeds the Shield Rate	Index Performance increased by the Shield Rate (For example: a -15% Index Performance with a Shield 10 will result in a -5% Performance Rate.)
	less than zero but does not exceed the Shield Rate	the Edge Rate
	zero or positive	the Edge Rate

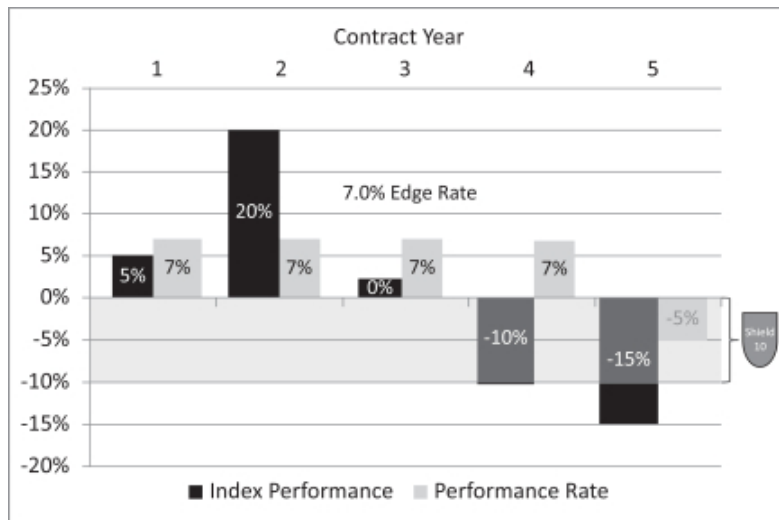
Calculating your Investment Amount on a Term End Date

The following example describes how a Shield Option with Step Rate Edge works. The example is intended to show how the Investment Amount on a Term End Date is calculated with Step Rate Edge. It is designed to illustrate similar principles to those illustrated in “Examples 1.1A – Shield Option with Cap Rate,” and “1.1B – Shield Option with Step Rate” in the prospectus. The following example 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 example. Similarly, the Index Values in the example are not an estimate or guarantee of future Index Performance. The Edge Rates shown in the following example are for illustrative purposes only and may not reflect actual declared rates. Values are rounded for display purposes only.

The example assumes that Owner 1 allocates \$50,000 Purchase Payment into a 1-Year Term/ Shield 10/ S&P 500® Index/Edge Rate of 7% and she allows her allocation to renew year to year for five years. For purposes of this example, assume no deductions for the Rider Charge, no withdrawals are made during the five-year example period, and the Edge Rate stays at 7% for all five years. If a withdrawal were made before the Term End Date, we would calculate an Interim Value and consequently, the Investment Amount for the Term would be adjusted accordingly.

Shield Option with Step Rate Edge:

Owner 1 allocates her \$50,000 Purchase Payment into a 1-Year Term / Shield 10 / S&P 500® Index with an Edge Rate of 7% 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 Edge 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	\$53,500	\$57,245	\$61,252	\$65,540
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%
Edge Rate	7%	7%	7%	7%	7%
Shield Rate	10%	10%	10%	10%	10%
Performance Rate (one year) ⁽³⁾	7%	7%	7%	7%	-5%
Performance Rate Adjustment ⁽⁴⁾	\$3,500	\$3,745	\$4,007	\$4,288	-\$3,277
Investment Amount⁽⁵⁾	\$53,500	\$57,245	\$61,252	\$65,540	\$62,263

The following notes to the table above provide important calculations showing how certain values are determined.

- The 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 \$53,500, \$57,245, \$61,252 and \$65,540, respectively, which was the Investment Amount at the Term End Date for the prior year.
- 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:

$$(1,050 \text{ [Index Value at Term End Date]} - 1,000 \text{ [Index Value at Term Start Date]}) \div 1,000 \text{ [Index Value at Term Start Date]} = 5\%$$

- In years one, two and three the Performance Rate is equal to the Edge 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 7% by Step Rate Edge. In year four the Performance Rate is 7% because the Index Performance is -10% and does not exceed the Shield 10 which 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.
- The Performance Rate Adjustment is equal to the product of the Investment Amount at the Term Start Date adjusted for any withdrawals or Rider Charge (there are no withdrawals or Rider Charge deductions in the example) multiplied by the Performance Rate. For example, in year one the Performance Rate Adjustment is calculated as follows:

$$\$50,000 \text{ [Investment Amount at Term Start Date]} \times 7\% \text{ [Performance Rate]} = \$3,500$$

- The Investment Amount at the Term End Date is equal to the Investment Amount at Term Start Date adjusted for any withdrawals or Rider Charge (there are no withdrawals or Rider Charge deductions 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:

$$\$50,000 \text{ [Investment Amount at Term Start Date]} + \$3,500 \text{ [Performance Rate Adjustment]} = \$53,500$$

INTERIM VALUE CALCULATION WITH STEP RATE EDGE

We calculate an Interim Value on each Business Day between the Term Start Date and prior to the Term End Date. Prior to the Term End Date, we use Interim Value to calculate the amount that is available for (1) annuitization; (2) death benefits; (3) withdrawals; or (4) surrenders. You may obtain your Interim Value on any Business Day by calling us at (888) 243-1932 or by accessing our website at www.brighthousefinancial.com. It is equal to the Investment Amount at the Term Start Date, adjusted proportionately for any withdrawals (including any withdrawals to pay for advisory fees in the case of Shield Level Pay PlusSM Advisory Annuity), and Rider Charge deductions and adjustments, in the Shield Option, adjusted for the Index Performance of the associated Index and subject to the applicable Accrued Shield Rate, or Accrued Edge Rate.

Accrued Edge Rate for Interim Value Calculation

The Accrued Edge Rate is the portion of the Edge 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 the Accrued Shield Rate. The Accrued Edge Rate is equal to the Edge Rate multiplied by the number of days elapsed since the Term Start Date, divided by the total number of days in the Term. Therefore, you receive a larger portion of the Edge Rate the closer you are to the Term End Date. For purposes of determining the Accrued Edge Rate, the total number of days in each calendar year of a Term is 365.

Performance Rate for Determination of Interim Value with Accrued Edge Rate

For Shield Option(s) with Step Rate Edge, the Performance Rate during a particular Term is the Index Performance adjusted for the applicable Accrued Shield Rate or Accrued Edge Rate.

As noted above, to calculate the Accrued Edge Rate, the Edge 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 Edge Rate is 7% and the total number of days in the Term is 365 and 183 days have elapsed, then the Edge Rate (7%) is multiplied by 183 and divided by 365 to arrive at an Accrued Edge Rate of 3.5%.

RISK FACTORS

No ownership of the underlying securities

When you purchase the Contract and allocate your Purchase Payment to a Shield Option(s) with Step Rate Edge, you will not be investing in the Index for the Shield Options you select or in a mutual fund or exchange traded fund that also tracks the Index. Your Performance Rate Adjustment for a Shield Option with Step Rate Edge is limited by the Edge 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 Edge Rate.

Effect of Withdrawals, Surrender, Annuitization or Death

For Shield Option(s) with Step Rate Edge, the calculation of the Interim Value will be based on Index Performance and the applicable Accrued Shield Rate and Edge Rate as of the date of the calculation. The Shield Rates and Edge Rate accrues 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 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 Edge 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 Edge Rate.

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. 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 Edge 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.

Moreover, at the Term End Date, the Investment Amount allocated to the Shield Option that has reached its Term End Date will be automatically renewed into the same Shield Option unless you instruct us to transfer such amount into a different Shield Option(s) or the Fixed Account. 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. Thus, failure to provide such instructions during the Transfer Period will result in an automatic renewal for a period of at least one (1) year.

Shield Options with Higher Shield Rates

In deciding whether to choose a Shield Option with Step Rate Edge with a higher Shield Rate, you should consider that such Shield Options offering higher Shield Rates tend to have lower Edge Rates than Shield Options with lower Shield Rates that have the same index and term. This is because of the additional protection provided by the higher Shield Rates.

Availability of Shield Options

We are not obligated to offer any one particular Shield Option. After the Contract is issued, there will always be at least one Shield Option available although it may not be substantially similar to one of the currently available Shield Options. If we were to offer only one Shield Option, you would be limited to investing in that one Shield Option. If that Shield Option does not meet your investment objectives or financial goals, you could transfer to the Fixed Account, surrender your Contract and/or invest in another investment vehicle. If you surrender your Contract, you might incur taxes, tax penalties or other adjustments. If you invest in another investment vehicle, that investment may have different features, fees, and risks than your Contract. Index-linked annuity contracts are complex insurance and investment vehicles.

Risks Associated with Nasdaq-100 Index®

Because the Nasdaq-100 Index® (Price Return Index) is comprised of a collection of equity securities, the value of the component securities is subject to market risk, or the risk that market fluctuations may cause the value of the component securities to go up or down, sometimes rapidly and unpredictably. In addition, the value of equity securities may increase or decline for reasons directly related to the issuers of the securities.

An Index may be Substituted for Shield Option(s) with Step Rate Edge

We have the right to substitute a comparable index for Shield Options with Step Rate Edge prior to the Term End Date if any Index is discontinued or we determine that our use of such Index should be discontinued, which may be the case if we are no longer licensed to use the Index, the method of calculation of the Index Value is substantially changed, or if Index Values become unavailable for any reason. We would attempt to choose a substitute index that has a similar investment objective and risk profile to the replaced index. The substituted Index may not be acceptable to you. 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 or Edge Rate for an existing Shield Option. The performance of the new Index may not be as good as the one that is substituted and as a result your Index Performance may have been better if there had been no substitution.

NASDAQ-100 INDEX®

Nasdaq, Inc. requires that the following disclaimer be included in the Brighthouse Shield Level Pay PlusSM Annuity prospectus: Brighthouse Shield Level Pay PlusSM Annuity is not sponsored, endorsed, sold or promoted by Nasdaq, Inc. or its affiliates (Nasdaq, Inc. with its affiliates, are referred to as the "Corporations"). The Corporations have not passed on the legality or suitability of, or the accuracy or adequacy of descriptions and disclosures relating to, Brighthouse Shield Level Pay PlusSM Annuity. The Corporations make no representation or warranty, express or implied to the owners of Brighthouse Shield Level Pay PlusSM Annuity or any member of the public regarding the advisability of investing in securities generally or in Brighthouse Shield Level Pay PlusSM Annuity particularly, or the ability of the Nasdaq-100 Index® to track general stock market performance. The Corporations' only relationship to Brighthouse Life Insurance Company ("Licensee") is in the licensing of the Nasdaq-100 Index®, and certain trade names of the Corporations and the use of the Nasdaq-100 Index® which is determined, composed and calculated by Nasdaq® without regard to Licensee or Brighthouse Shield Level Pay PlusSM Annuity. Nasdaq® has no obligation to take the needs of the Licensee or the owners of Brighthouse Shield Level Pay PlusSM Annuity into consideration in determining, composing or calculating the Nasdaq-100 Index®. The Corporations are not responsible for and have not participated in the determination of the timing of, prices at, or quantities of Brighthouse Shield Level Pay PlusSM Annuity to be issued or in the determination or calculation of the equation by which Brighthouse Shield Level Pay PlusSM Annuity is to be converted into cash. The Corporations have no liability in connection with the administration, marketing or trading of Brighthouse Shield Level Pay PlusSM Annuity.

THE CORPORATIONS DO NOT GUARANTEE THE ACCURACY AND/OR UNINTERRUPTED CALCULATION OF NASDAQ-100 INDEX® OR ANY DATA INCLUDED THEREIN. THE CORPORATIONS MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY LICENSEE, OWNERS OF BRIGHTHOUSE SHIELD LEVEL PAY PLUSSM ANNUITY, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE NASDAQ-100 INDEX® OR ANY DATA INCLUDED THEREIN. THE CORPORATIONS MAKE NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE NASDAQ-100 INDEX® OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL THE CORPORATIONS HAVE ANY LIABILITY FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

Nasdaq, Inc. requires that the following disclaimer be included in the Brighthouse Shield Level Pay PlusSM Advisory Annuity prospectus: Brighthouse Shield Level Pay PlusSM Advisory Annuity is not sponsored, endorsed, sold or promoted by Nasdaq, Inc. or its affiliates (Nasdaq, Inc. with its affiliates, are referred to as the "Corporations"). The Corporations have not passed on the legality or suitability of, or the accuracy or adequacy of descriptions and disclosures relating to, Brighthouse Shield Level Pay PlusSM Advisory Annuity. The Corporations make no representation or warranty, express or implied to the owners of Brighthouse Shield Level Pay PlusSM Advisory Annuity or any member of the public regarding the advisability of investing in securities generally or in Brighthouse Shield Level Pay PlusSM Advisory Annuity particularly, or the ability of the Nasdaq-100 Index® to track general stock market performance. The Corporations' only relationship to Brighthouse Life Insurance Company ("Licensee") is in the licensing of the Nasdaq-100 Index®, and certain trade names of the Corporations and the use of the Nasdaq-100 Index® which is determined, composed and calculated by Nasdaq® without regard to Licensee or Brighthouse Shield Level Pay PlusSM Advisory Annuity. Nasdaq® has no obligation to take the needs of the Licensee or the owners of Brighthouse Shield Level Pay PlusSM Advisory Annuity into consideration in determining, composing or calculating the Nasdaq-100 Index®. The Corporations are not responsible for and have not participated in the determination of the timing of, prices at, or quantities of Brighthouse Shield Level Pay PlusSM Advisory Annuity to be issued or in the determination or calculation of the equation by which Brighthouse Shield Level Pay PlusSM Advisory Annuity is to be converted into cash. The Corporations have no liability in connection with the administration, marketing or trading of Brighthouse Shield Level Pay PlusSM Advisory Annuity.

THE CORPORATIONS DO NOT GUARANTEE THE ACCURACY AND/OR UNINTERRUPTED CALCULATION OF NASDAQ-100 INDEX® OR ANY DATA INCLUDED THEREIN. THE CORPORATIONS MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY LICENSEE, OWNERS OF BRIGHTHOUSE SHIELD LEVEL PAY PLUSSM ADVISORY ANNUITY, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE NASDAQ-100 INDEX® OR ANY DATA INCLUDED THEREIN. THE CORPORATIONS MAKE NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE NASDAQ-100 INDEX® OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL THE CORPORATIONS HAVE ANY LIABILITY FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The financial statements of Brighthouse Life Insurance Company incorporated by reference in this Prospectus, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report. Such financial statements are incorporated by reference in reliance upon the report of such firm, given their authority as experts in accounting and auditing.

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 and the Contracts.

BLIC'S Annual Report on Form 10-K was filed with the SEC on March 1, 2023 via EDGAR File No. 033-03094. The Form 10-K contains information for the period ended December 31, 2022, about BLIC, including 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>.

THIS SUPPLEMENT SHOULD BE READ AND RETAINED FOR FUTURE REFERENCE

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: \$3,710

Legal Fees and Expenses: \$7,000

Printing Expenses: \$1,725

Registration Fee: \$0

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.

Item 16. 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. 333-217509 on Form S-3 on April 27, 2017 and incorporated herein by reference.)
1(b).	Brighthouse Securities, LLC Sales Agreement [Enterprise Selling Agreement 5-17]. (Filed as Exhibit 1(b) with Registration Statement No. 333-217509 on Form S-3 on July 11, 2017 and incorporated herein by reference.)
1(c).	Form of Brighthouse Securities, LLC Sales Agreement [7-19 NY]. (Filed herewith.)
2.	None.
4(a)(1).	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. 333-217509 on Form S-3 on April 27, 2017 and incorporated herein by reference.)
4(a)(2).	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. 333-218126 on Form S-3 on May 19, 2017 and incorporated herein by reference.)
4(b).	Fixed Account Rider [L-22496 (09-12)]. (Filed as Exhibit 4(b) with Registration Statement No. 333-217509 on Form S-3 on April 27, 2017 and incorporated herein by reference.)
4(c).	Death Benefit Rider - Return of Premium [8-ROP-1 (5/17)]. (Filed as Exhibit 4(c) with Registration Statement No. 333-217509 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. 333-217509 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. 333-217509 on Form S-3 on April 27, 2017 and incorporated herein by reference.)

Exhibit Number	Description
4(f).	<u>Individual Retirement Annuity Qualification Rider [L-22499 (09/12)]. (Filed as Exhibit 4(f) with Registration Statement No. 333-217509 on Form S-3 on April 27, 2017 and incorporated herein by reference.)</u>
4(g).	<u>Roth Individual Retirement Annuity (“Roth IRA”) Endorsement [L-22503 (09/12)]. (Filed as Exhibit 4(g) with Registration Statement No. 333-217509 on Form S-3 on April 27, 2017 and incorporated herein by reference.)</u>
4(h).	<u>Individual Non-Qualified Annuity Endorsement [L-22504 (09/12)]. (Filed as Exhibit 4(h) with Registration Statement No. 333-217509 on Form S-3 on April 27, 2017 and incorporated herein by reference.)</u>
4(i).	<u>Non-Qualified Annuity Endorsement [MLIU-NQ (11/04)-I]. (Filed as Exhibit 4(i) with Registration Statement No. 333-217509 on Form S-3 on April 27, 2017 and incorporated herein by reference.)</u>
4(j).	<u>Guaranteed Lifetime Withdrawal Benefit (“GLWB”) Rider [5-4-GLWB-A-2 (11/21)] (Option A). (Filed as Exhibit 4(j) with Registration Statement No. 333-262390 on Form S-3 on January 28, 2022 and incorporated herein by reference.)</u>
4(k).	<u>Guaranteed Lifetime Withdrawal Benefit Rider Schedule [5-4-CGLWB-A-2 (11/21)] (Option A). (Filed as Exhibit 4(k) with Registration Statement No. 333-262390 on Form S-3 on January 28, 2022 and incorporated herein by reference.)</u>
4(l).	<u>Guaranteed Lifetime Withdrawal Benefit (“GLWB”) Rider [5-4-GLWB-B-2 (11/21)] (Option B). (Filed as Exhibit 4(l) with Registration Statement No. 333-262390 on Form S-3 on January 28, 2022 and incorporated herein by reference.)</u>
4(m).	<u>Guaranteed Lifetime Withdrawal Benefit Rider Schedule [5-4-CGLWB-B-2 (11/21)] (Option B). (Filed as Exhibit 4(m) with Registration Statement No. 333-262390 on Form S-3 on January 28, 2022 and incorporated herein by reference.)</u>
4(n).	<u>Step Rate Edge Rider [5-4-SRE-1 (11/22)]. (Filed as Exhibit 4(n) with Registration Statement No. 333- 262390 on Form S-3 on January 13, 2023 and incorporated herein by reference.)</u>
4(o).	<u>Step Rate Edge Contract Schedule [L-22495 (11/22)]. (Filed as Exhibit 4(o) with Registration Statement No. 333-262390 on Form S-3 on January 13, 2023 and incorporated herein by reference.)</u>
4(p).	<u>Guaranteed Lifetime Withdrawal Benefit Rider Schedule [5-4-CGLWB-A-3 (Option A)]. (Filed as Exhibit 4(p) with Registration Statement No. 333-262390 on Form S-3 on January 13, 2023 and incorporated herein by reference.)</u>
4(q).	<u>Guaranteed Lifetime Withdrawal Benefit Rider Schedule [5-4-CGLWB-B-3 (Option B)]. Filed as Exhibit 4(q) with Registration Statement No. 333-262390 on Form S-3 on January 13, 2023 and incorporated herein by reference.)</u>
5.	<u>Opinion and Consent of Counsel. (Filed as Exhibit 5 with Registration Statement No. 333-262390 on Form S-3 on July 11, 2022 and incorporated herein by reference.)</u>
8.	None.
15.	None.
22.	None.
23.	<u>Consent of Independent Registered Public Accounting Firm. (Filed herewith.)</u>
24.	<u>Powers of Attorney for Eric Steigerwalt, Myles Lambert, David A. Rosenbaum, Jonathan Rosenthal, Edward A. Spehar, Kristine Toscano and Gianna H. Figaro-Sterling. (Filed herewith.)</u>
25.	None.
96.	None.

Exhibit Number	Description
99.	Form of Guaranteed Lifetime Withdrawal Benefit Rider Supplement for Brighthouse Shield® Level Pay Plus Annuity (SLPP-0822). (Filed as Exhibit 99 with Registration Statement No. 333-262390 on Form S-3 on July 11, 2022 and incorporated herein by reference.)
101.	None
107.	Filing Fee Table. (Filed as Exhibit 107 with Registration Statement No. 333-262390 on Form S-3 on July 11, 2022 and incorporated herein by reference.)

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
 - 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.



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 April 6, 2023.

BRIGHTHOUSE LIFE INSURANCE COMPANY
(Registrant)

By: /s/ Donald A. Leintz

Donald A. Leintz Vice President

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 April 6, 2023.

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

/s/ Myles Lambert* Director
Myles Lambert

/s/ David A. Rosenbaum* Director
David A. Rosenbaum

/s/ Jonathan Rosenthal* Director
Jonathan Rosenthal

/s/ Edward A. Spehar* Director, Vice President and Chief Financial Officer
Edward A. Spehar

/s/ Kristine Toscano* Vice President and Chief Accounting Officer
Kristine Toscano

/s/ Gianna H. Figaro-Sterling* Vice President and Controller
Gianna H. Figaro-Sterling

*By: /s/ Michele H. Abate
Michele H. Abate, Attorney-In-Fact
April 6, 2023

* 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(c). Form of Bighthouse Securities, LLC Sales Agreement
- 23. Consent of Independent Registered Public Accounting Firm
- 24. Powers of Attorney



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) Security Incident - The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- (q) Third Party - A party that is not a signatory to this Agreement.
- (r) Unsecured Protected Health Information - Shall have the meaning assigned to such term in 45 CFR § 164.402, limited however, to the information that Broker creates, accesses, or receives on behalf of Principal Underwriter or its Affiliates.
- (s) 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.
- (t) 1933 Act - The Securities Act of 1933, as amended.
- (u) 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, the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), the Genetic Information Nondiscrimination Act of 2008 ("GINA") and related federal regulations, 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. New York Products.

- a) With respect to recommendations as defined in New York Insurance Regulation 187, at 11 NYCRR 224.0 *et seq.*, (“Amended Reg. 187”) involving both new and in-force Annuity Contracts and Life Insurance Policies delivered or issued for delivery in the state of New York (“NY Products”) Broker shall comply with, and ensure that the Representatives comply with, the requirements of Amended Reg. 187 applicable to producers, including without limitation compliance with all applicable best interest, suitability, training, disclosure, information collection, documentation and determination requirements as in effect as of the Annuities Effective Date with respect to NY Products that are annuity contracts, as of the Life Effective Date with respect to NY Products that are life insurance policies, and as of the effective date(s) of any subsequent amendments to Amended Reg. 187 that become effective after the date of this Amendment. Broker acknowledges and agrees that the submission of an application or transaction request with respect to a NY Product by Broker or a Representative to Principal Underwriter shall be deemed to be a representation that Broker and Representative in connection therewith complied with all requirements of Amended Reg. 187 as in effect at the time of such submission applicable to Broker and Representatives as producers.
- b) Delegation to Broker. Pursuant to Amended Reg. 187, Principal Underwriter hereby delegates to Broker the obligation to establish and maintain a system of supervision for recommendations of sales transactions (as such term is defined in Amended NY Ins. Reg. 187, herein “sales transactions”) involving NY Products, and Broker hereby accepts such delegation.
- c) Broker Performance of Delegated Functions. Broker shall establish and maintain a supervision system for the supervision of sales transactions recommended by the Representatives that meets the requirements of 11 NYCRR 224.6(b) of Amended Reg. 187, which shall include, but not be limited to, standards and procedures for: (i) the collection of a consumer’s suitability information with respect to sales transactions involving NY Products; (ii) the documentation and disclosure of the basis for any recommendation with respect to sales transactions involving NY Products; and (iii) the auditing and/or contemporaneous review of recommendations of sales transactions involving NY Products to monitor Representatives’ compliance with the obligation to act in the best interest of consumers.
- d) Broker Certification.
 - i. Broker hereby certifies, and shall hereafter annually certify in writing, the following: “Broker has established and maintains a system of supervision for recommendations of sales transactions involving both new and in-force annuity and life insurance products issued by Principal Underwriter that are or were delivered or issued for delivery in the state of New York (“NY Products”), and such system of supervision includes, but is not limited to, standards and procedures for: (i) the collection of a consumer’s suitability information with respect to sales transactions involving NY Products; (ii) the documentation and disclosure

of the basis for any recommendation with respect to sales transactions involving NY Products; and (iii) the auditing and/or contemporaneous review of recommendations of sales transactions involving NY Products to monitor Representatives' compliance with the obligation to act in the best interest of consumers." It is understood and agreed by the parties that Principal Underwriter, at its election, may rely upon the written certification Broker provides pursuant to this section to satisfy Principal Underwriter's supervision and audit obligations with respect to sales transactions that result from the exercise of contractual rights under NY Products.

- ii. Certifications provided pursuant to this Paragraph 4 shall be signed by an authorized senior officer or manager of Broker with responsibility for overseeing NY Product sales practices and who has a reasonable basis on which to make the certification on behalf of Broker.
- e) Audit of Delegated Supervision Functions.
- i. Broker shall cooperate with Principal Underwriter in connection with Principal Underwriter's audits of supervision functions delegated to Broker by Principal Underwriter under Amended Reg. 187.
 - ii. Broker shall maintain and make available upon reasonable request by Principal Underwriter records relating to supervision functions delegated to Broker pursuant to this Amendment. Principal Underwriter may audit such records during regular business hours upon at least thirty (30) days advance written notice to Broker.

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.

(a) Use and Disclosure. Broker: (a) shall not use or disclose PHI except as necessary to provide the services contemplated by this Agreement or as required by law; (b) shall limit the use and disclosure of PHI to the minimum required to accomplish the intended purpose of such use or disclosure and shall comply with any guidance issued by the Department of Health and Human Services regarding what constitutes "minimum necessary" with respect to the use or disclosure of PHI; (c) shall use appropriate administrative, technical, and physical safeguards to prevent use or disclosure of PHI except as permitted by this Agreement; (d) shall require that any of its Brokers or independent contractors to whom PHI is disclosed or made accessible or who uses PHI has agreed in writing to the same restrictions and conditions that apply to Broker with respect to PHI pursuant to this Agreement; (e) 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; (f) 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 and its Affiliate's compliance with Applicable Law; and (g) shall comply with the applicable standards of 45 CFR §§ 164.306, 164.308, 164.310, 164.312, 164.314, and 164.316 with respect to electronic PHI. Broker shall not use or disclose PHI in any manner that violates HIPAA, the HITECH Act, GINA, or any other applicable federal or state laws and regulations relating to the privacy and security of PHI.

(b) Breach of Unsecured PHI. Broker shall report to Principal Underwriter without unreasonable delay any acquisition, access, use or disclosure of Unsecured Protected Health Information not permitted by this Agreement at

the following e-mail address: securitybreach@brighthousefinancial.com. In no case shall such notification occur later than two (2) calendar days of Broker's discovery of the impermissible acquisition, access, use or disclosure of Unsecured PHI. Discovery will be deemed to occur on the date that Broker actually became aware or, by exercising reasonable diligence should have been aware, of the impermissible acquisition, access, use or disclosure of Unsecured PHI. Such notification shall include an assessment of whether the incident constitutes a "Breach" under 45 CFR § 164.402.

(i) To the extent such assessment concludes that a Breach has occurred, or as requested by Principal Underwriter, such notification shall also include, to the extent possible, the identification of each Individual whose PHI has been or is reasonably believed to have been accessed, acquired, used or disclosed during the incident and any other information that the Principal Underwriter or its Affiliates will be required to include in its notification to the Individual, the media and/or the Secretary, as applicable, including, without limitation, (A) a description of the incident, (B) the date of the incident and the date of its discovery, (C) the types of Protected Health Information involved, and (D) a description of Broker's investigation, mitigation, and prevention efforts.

(ii) In the event of any such Breach, Broker shall also: fully cooperate with Principal Underwriter and its Affiliates in connection with the investigation of such Breach; not make any public announcements or notifications to any government authority, potentially affected Individual or entity, or other third party without Principal Underwriter's prior written approval; take all necessary and appropriate corrective action, including (without limitation, at the request of Principal Underwriter, and at the expense of Broker): (A) providing notice to all persons whose PHI may have been affected by such Breach, whether or not such notice is required by Applicable Law, (B) establishing a toll-free telephone number where affected Individuals may receive information, and (C) providing credit monitoring/repair and/or identity restoration/insurance for affected Individuals for one year following the announcement or disclosure of the Breach or following notice to the affected Individuals, whichever is later. If a longer period is requested or required by Applicable Law or the demand or request of any government authority, such services shall be provided for at least that long.

(iii) Notwithstanding any other clause hereof, Broker shall indemnify, hold harmless, and reimburse Principal Underwriter and its Affiliates from all claims, losses, and expenses caused by any such Breach and for all reasonable fees and costs Principal Underwriter and its Affiliates may incur in connection with investigation, remediation, reporting, and notification efforts, including but not limited to, retaining a computer forensics experts, providing credit monitoring and identity theft services to affected individuals, and responding to the Breach (e.g., costs of notification to affected individuals and government agencies).

(c) Mitigation. Broker shall mitigate promptly, to the extent practicable, any harmful effect that is known to Broker of an acquisition, access, use or disclosure of PHI by Broker in violation of this Agreement, the Privacy Rule, the Security Rule, or other applicable federal or state laws concerning the privacy or security of PHI. Broker shall promptly thereafter provide Principal Underwriter with a written report of the issues and corresponding actions taken by Broker.

(d) Security Incident. Broker shall report to Principal Underwriter without unreasonable delay any Security Incident of which Broker becomes aware.

(e) Certain Permitted Uses. In accordance with 45 CFR §§ 164.504(e)(2)(i) and 164.504(e)(4), Broker may use or disclose PHI if such use or disclosure is necessary (a) for the proper management and administration of Broker's organization; (b) to provide Data Aggregation services relating to the Health Care Operations of the Principal Underwriter's Affiliates; or (c) to carry out the legal responsibilities of Broker; provided, however, that any disclosure of PHI permitted by this subsection must be either required by law or subject to reasonable assurances obtained by Broker from the third party that the PHI will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to such third party, and that any breaches of confidentiality of the PHI which become known to such third party will be immediately reported to Broker. Broker may use and disclose PHI to the extent such use or disclosure is Required By Law provided (a) the use or disclosure complies with and is limited to the relevant requirements of such law, (b) Broker promptly notifies Principal Underwriter of such use or disclosure and, at Principal Underwriter's request and Broker's expense, assists in

obtaining a protective order or other similar order, and (c) the use or disclosure complies with the requirements of 45 CFR § 164.512 to the same extent such requirements would apply if the use or disclosure were made by Principal Underwriter or its Affiliates.

(f) Termination. In addition to any other termination rights available to the Parties, upon Principal Underwriter's knowledge of a material violation by Broker of this Agreement, Principal Underwriter may: (i) immediately terminate this Agreement if Broker has violated a material term of this Section 6.2 and cure is not possible; or (ii) terminate this Agreement upon thirty 30 days' notice if Principal Underwriter determines that Broker has violated a material term of this Section 6.2 if, following Principal Underwriter's notification to Broker of the material violation, Broker is unable or unwilling to take steps to cure the violation within such thirty 30-day period. In the event of such a cure, this Agreement shall remain in full force and effect.

Broker agrees that upon termination of this Agreement it will, 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 will 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.

Section 8.3 Additional Broker Responsibility With Respect To PHI. The Broker agrees and acknowledges that the Broker is a business associate that is directly subject to HIPAA as amended by the HITECH Act, including its provisions relating to security and privacy of PHI as well as its enforcement and penalty provisions. The Broker shall 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. The Broker shall 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.

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. Broker shall comply with the requirements of 45 C.F.R. § 164.520 that apply to covered entities in the performance of its obligations under this Section 8.4.

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

By: _____

(Print Name & Title)

Date: _____

Tax ID: _____

Associated Insurance Agency Name

By: _____

(Print Name & Title)

Date: _____

Tax ID: _____

Associated Insurance Agency Name

By: _____

(Print Name & Title)

Date: _____

Tax ID: _____

Associated Insurance Agency Name

By: _____

(Print Name & Title)

Date: _____

Tax ID: _____

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Post-Effective Amendment to Registration Statement File No. 333-262390 on Form S-3 of our report dated March 1, 2023, relating to the financial statements of Brighthouse Life Insurance Company, appearing in the Annual Report on Form 10-K of Brighthouse Life Insurance Company for the year ended December 31, 2022. We also consent to the reference to us under the heading “Independent Registered Public Accounting Firm” in the Prospectuses, which are part of such Registration Statement.

/s/ DELOITTE & TOUCHE LLP

Charlotte, North Carolina
April 12, 2023

POWER OF ATTORNEY

Eric Steigerwalt

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

KNOW ALL MEN BY THESE PRESENTS, that I, Eric Steigerwalt, Chairman of the Board, President and Chief Executive Officer and a Director of Brighthouse Life Insurance Company, a Delaware company (the "Company"), do hereby constitute and appoint Michele H. Abate, Allie Lin, and Alexander Ulianov, 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 between October 7, 2011 and May 1, 2016)
 - File No. 333-200232 Series S (offered between October 7, 2011 and May 1, 2016) and Series S-L Share Option (offered between October 7, 2011 and May 1, 2016)
 - File No. 333-200233 Series VA- 4 (offered between October 7, 2011 and May 1, 2016)
 - 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
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 - 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)
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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)
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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, Firststar 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. 333-268618 Brighthouse SmartGuard Plus
File No. 333-262390 Brighthouse Shield[®] Level Pay PlusSM Annuity and Brighthouse Shield[®] Level Pay PlusSM Advisory Annuity
File No. 333-259505 Brighthouse Shield[®] Level Select 6-Year Annuity v.3
File No. 333-233240 Brighthouse Shield[®] Level 10 Advisory Annuity
File No. 333-268427 Brighthouse Shield[®] Level Select Advisory Annuity
File No. 333-263492 Brighthouse Shield[®] Level Select 6-Year Annuity
File No. 333-263495 Brighthouse Shield[®] Level Select 3-Year Annuity
File No. 333-238213 Brighthouse Shield[®] Level 10 Annuity
File No. 333-208664 Brighthouse Shield Level Selector[®] Annuity
File No. 333-207091 Brighthouse Shield Level Selector[®] 3-Year Annuity

Brighthouse Retirement Account Liquidity Benefit
T-Mark Fixed Annuity
Fixed Annuity (Strategic Value Annuity)
Registered Fixed Account Option
Target Maturity,

And new annuities and life products such as:

Brighthouse Shield Annuity
Brighthouse Shield 3-Year Annuity
Brighthouse Shield 6-Year Annuity
Brighthouse Index-linked Life Insurance Policy,

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 3rd day of March 2023.

/s/ Eric Steigerwalt
Eric Steigerwalt

Brighthouse Life Insurance Company

POWER OF ATTORNEY

Myles Lambert
Director and Vice President

KNOW ALL MEN BY THESE PRESENTS, that I, Myles Lambert, a Director and Vice President of Brighthouse Life Insurance Company, a Delaware company (the "Company"), do hereby constitute and appoint Michele H. Abate, Allie Lin, and Alexander Ulianov, 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. 333-200261 Series C (offered between September 4, 2001 and October 7, 2011)
 - File No. 333-200263 Series XTRA

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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
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 - 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)
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- Brighthouse Variable Life Account A (811-21851)
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And pertaining to:

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File No. 333-262390 Brighthouse Shield[®] Level Pay PlusSM Annuity and Brighthouse Shield[®] Level Pay PlusSM Advisory Annuity
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Brighthouse Retirement Account Liquidity Benefit

T-Mark Fixed Annuity
Fixed Annuity (Strategic Value Annuity)
Registered Fixed Account Option
Target Maturity,

And new annuities and life products such as:

Brighthouse Shield Annuity
Brighthouse Shield 3-Year Annuity
Brighthouse Shield 6-Year Annuity,
Brighthouse Index-linked Life Insurance Policy,

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 7th day of March 2023.

/s/ Myles Lambert

Myles Lambert

Brighthouse Life Insurance Company

POWER OF ATTORNEY

David A. Rosenbaum
Director and Vice President

KNOW ALL MEN BY THESE PRESENTS, that I, David A. Rosenbaum, a Director and Vice President of Brighthouse Life Insurance Company, a Delaware company (the "Company"), do hereby constitute and appoint Michele H. Abate, Allie Lin, and Alexander Ulianov, 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 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, Firststar 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-Brighthouse SmartGuard Plus
File No. 333-262390 Brighthouse Shield[®] Level Pay PlusSM Annuity and Brighthouse Shield[®] Level Pay PlusSM Advisory Annuity
File No. 333-259505 Brighthouse Shield[®] Level Select 6-Year Annuity v.3
File No. 333-233240 Brighthouse Shield[®] Level 10 Advisory Annuity
File No. 333-268427 Brighthouse Shield[®] Level Select Advisory Annuity
File No. 333-263492 Brighthouse Shield[®] Level Select 6-Year Annuity
File No. 333-263495 Brighthouse Shield[®] Level Select 3-Year Annuity
File No. 333-238213 Brighthouse Shield[®] Level 10 Annuity
File No. 333-208664 Brighthouse Shield Level Selector[®] Annuity
File No. 333-207091 Brighthouse Shield Level Selector[®] 3-Year Annuity
Brighthouse Retirement Account Liquidity Benefit

T-Mark Fixed Annuity
Fixed Annuity (Strategic Value Annuity)
Registered Fixed Account Option
Target Maturity,

And new annuities and life products such as:

Brighthouse Shield Annuity
Brighthouse Shield 3-Year Annuity
Brighthouse Shield 6-Year Annuity
Brighthouse Index-linked Life Insurance Policy,

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 1st day of March 2023.

/s/ David A. Rosenbaum
David A. Rosenbaum

Brighthouse Life Insurance Company

POWER OF ATTORNEY

Jonathan Rosenthal
Director, Vice President and Chief Investment Officer

KNOW ALL MEN BY THESE PRESENTS, that I, Jonathan Rosenthal, a Director, Vice President and Chief Investment Officer of Brighthouse Life Insurance Company, a Delaware company (the "Company"), do hereby constitute and appoint Michele H. Abate, Allie Lin, and Alexander Ulianov, 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 between October 7, 2011 and May 1, 2016)
 - File No. 333-200232 Series S (offered between October 7, 2011 and May 1, 2016) and Series S-L Share Option (offered between October 7, 2011 and May 1, 2016)
 - File No. 333-200233 Series VA- 4 (offered between October 7, 2011 and May 1, 2016)
 - 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)
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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)
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File Nos. 333-152263 and 333-152269 Marquis Portfolios
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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
 - 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
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 - 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)
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 - 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. 333-268618 Brighthouse SmartGuard Plus
File No. 333-262390 Brighthouse Shield[®] Level Pay PlusSM Annuity and Brighthouse Shield[®] Level Pay PlusSM Advisory Annuity
File No. 333-259505 Brighthouse Shield[®] Level Select 6-Year Annuity v.3
File No. 333-233240 Brighthouse Shield[®] Level 10 Advisory Annuity
File No. 333-268427 Brighthouse Shield[®] Level Select Advisory Annuity
File No. 333-263492 Brighthouse Shield[®] Level Select 6-Year Annuity
File No. 333-263495 Brighthouse Shield[®] Level Select 3-Year Annuity
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File No. 333-207091 Brighthouse Shield Level Selector[®] 3-Year Annuity
Brighthouse Retirement Account Liquidity Benefit

T-Mark Fixed Annuity
Fixed Annuity (Strategic Value Annuity)
Registered Fixed Account Option
Target Maturity,

And new annuities and life products such as:

Brighthouse Shield Annuity
Brighthouse Shield 3-Year Annuity
Brighthouse Shield 6-Year Annuity
Brighthouse Index-linked Life Insurance Policy,

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 2nd day of March 2023.

/s/ Jonathan Rosenthal
Jonathan Rosenthal

Brighthouse Life Insurance Company

POWER OF ATTORNEY

Edward A. Spehar
Director, Vice President and Chief Financial Officer

KNOW ALL MEN BY THESE PRESENTS, that I, Edward A. Spehar, a Director, Vice President and Chief Financial Officer of Brighthouse Life Insurance Company, a Delaware company (the "Company"), do hereby constitute and appoint Michele H. Abate, Allie Lin, and Alexander Ulianov, 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. 333-94779 Corporate Owned VUL 2000 and Corporate Owned VUL III
 - File No. 333-105335 Corporate Select Policy
 - File No. 333-113533 Corporate Owned VUL IV,
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 - File No. 333-200238 Marquis Portfolios (offered on and after April 30, 2012)
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 - File No. 333-200263 Series XTRA

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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
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File No. 333-200289 Pioneer PRISM L
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 - 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)
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 - 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:

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File No. 333-233240 Brighthouse Shield[®] Level 10 Advisory Annuity
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Brighthouse Retirement Account Liquidity Benefit

T-Mark Fixed Annuity
Fixed Annuity (Strategic Value Annuity)
Registered Fixed Account Option
Target Maturity,

And new annuities and life products such as:

Brighthouse Shield Annuity
Brighthouse Shield 3-Year Annuity
Brighthouse Shield 6-Year Annuity
Brighthouse Index-linked Life Insurance Policy,

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 9th day of March 2023.

/s/ Edward A. Spehar

Edward A. Spehar

Brighthouse Life Insurance Company

POWER OF ATTORNEY

Kristine Toscano
Vice President and Chief Accounting Officer

KNOW ALL MEN BY THESE PRESENTS, that I, Kristine Toscano, Vice President and Chief Accounting Officer of Brighthouse Life Insurance Company, a Delaware company (the "Company"), do hereby constitute and appoint Michele H. Abate, Allie Lin, and Alexander Ulianov, 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. 333-152216 Portfolio Architect Life
 - File No. 333-152217 VintageLife,
- Brighthouse Fund UL III for Variable Life Insurance (811-09215)
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 - 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 between October 7, 2011 and May 1, 2016)
 - File No. 333-200232 Series S (offered between October 7, 2011 and May 1, 2016) and Series S-L Share Option (offered between October 7, 2011 and May 1, 2016)
 - File No. 333-200233 Series VA- 4 (offered between October 7, 2011 and May 1, 2016)
 - 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
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, Firststar 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. 333-268618 Brighthouse SmartGuard Plus
File No. 333-262390 Brighthouse Shield[®] Level Pay PlusSM Annuity and Brighthouse Shield[®] Level Pay PlusSM Advisory Annuity
File No. 333-259505 Brighthouse Shield[®] Level Select 6-Year Annuity v.3
File No. 333-233240 Brighthouse Shield[®] Level 10 Advisory Annuity
File No. 333-268427 Brighthouse Shield[®] Level Select Advisory Annuity
File No. 333-263492 Brighthouse Shield[®] Level Select 6-Year Annuity
File No. 333-263495 Brighthouse Shield[®] Level Select 3-Year Annuity
File No. 333-238213 Brighthouse Shield[®] Level 10 Annuity
File No. 333-208664 Brighthouse Shield Level Selector[®] Annuity
File No. 333-207091 Brighthouse Shield Level Selector[®] 3-Year Annuity
Brighthouse Retirement Account Liquidity Benefit
T-Mark Fixed Annuity
Fixed Annuity (Strategic Value Annuity)
Registered Fixed Account Option

Target Maturity,

And new annuities and life products such as:

Brighthouse Shield Annuity
Brighthouse Shield 3-Year Annuity
Brighthouse Shield 6-Year Annuity,
Brighthouse Index-linked Life Insurance Policy,

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 2nd day of March 2023.

/s/ Kristine Toscano
Kristine Toscano

Brighthouse Life Insurance Company

POWER OF ATTORNEY

Gianna H. Figaro-Sterling
Vice President and Controller

KNOW ALL MEN BY THESE PRESENTS, that I, Gianna H. Figaro-Sterling, Vice President and Controller of Brighthouse Life Insurance Company, a Delaware company (the "Company"), do hereby constitute and appoint Michele H. Abate, Allie Lin, and Alexander Ulianov, 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 between October 7, 2011 and May 1, 2016)
 - File No. 333-200232 Series S (offered between October 7, 2011 and May 1, 2016) and Series S-L Share Option (offered between October 7, 2011 and May 1, 2016)
 - File No. 333-200233 Series VA- 4 (offered between October 7, 2011 and May 1, 2016)
 - 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, Firststar 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. 333-268618 Brighthouse SmartGuard Plus
File No. 333-262390 Brighthouse Shield[®] Level Pay PlusSM Annuity and Brighthouse Shield[®] Level Pay Plus Advisory Annuity
File No. 333-259505 Brighthouse Shield[®] Level Select 6-Year Annuity v.3
File No. 333-233240 Brighthouse Shield[®] Level 10 Advisory Annuity
File No. 333-268427 Brighthouse Shield[®] Level Select Advisory Annuity
File No. 333-263492 Brighthouse Shield[®] Level Select 6-Year Annuity
File No. 333-263495 Brighthouse Shield[®] Level Select 3-Year Annuity
File No. 333-238213 Brighthouse Shield[®] Level 10 Annuity
File No. 333-208664 Brighthouse Shield Level Selector[®] Annuity
File No. 333-207091 Brighthouse Shield Level Selector[®] 3-Year Annuity
Brighthouse Retirement Account Liquidity Benefit

T-Mark Fixed Annuity
Fixed Annuity (Strategic Value Annuity)
Registered Fixed Account Option
Target Maturity,

And new annuities and life products such as:

Brighthouse Shield Annuity
Brighthouse Shield 3-Year Annuity
Brighthouse Shield 6-Year Annuity
Brighthouse Index-linked Life Insurance Policy,

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 2nd of March 2023.

/s/ Gianna H. Figaro-Sterling _____
Gianna H. Figaro-Sterling