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

**FORM S-3/A
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933
PRE-EFFECTIVE AMENDMENT NO. 1**

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

Delaware
(State or other jurisdiction of
incorporation or organization)

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

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

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

Copies to:
**W. Thomas Conner
Reed Smith LLP
1301 K Street, N.W.
Suite 1100 - East Tower
Washington, D.C. 20005-3373**

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

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

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

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

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

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

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

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

Large accelerated filer☐

Accelerated filer☐

Non-accelerated filer☒ (Do not check if a smaller reporting company)

Smaller reporting company☐

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER UNIT(1)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE	AMOUNT OF REGISTRATION FEE(2)
Individual Single Premium Deferred Index-Linked Separate Account Annuity Contract	1,750,000,000	Not applicable	\$1,750,000,000	\$202,825

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

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

BRIGHTHOUSE SHIELD LEVEL 10SM ANNUITY

Brighthouse Shield Level 10SM Annuity is an individual single premium deferred index-linked separate account annuity contract (the "Contract") issued by Brighthouse Life Insurance Company ("BLIC", "we" or "us").

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

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

The Risk Factors for this Contract appear on Page 11.

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

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

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

Prospectus dated May 15, 2017

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SPECIAL TERMS

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

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

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

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

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

Accumulation Period. The period prior to the Annuity Date.

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

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

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

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

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

Brighthouse Securities. Brighthouse Securities, LLC.

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

Cap Rate. The maximum rate that may be credited at the Term End Date based on Index Performance. The Cap Rate may vary between Shield Options and is an annual rate.

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

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

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

Contract Schedule. The schedule attached to your Contract.

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

Death Benefit Amount. The standard death benefit is the greater of the Account Value or your Purchase Payment (reduced proportionately by the percentage reduction in Account Value of the Shield Option(s) and the Fixed Account for each partial withdrawal (including any applicable Withdrawal Charge)) determined as of the end of the Business Day on which we have received Notice of due proof of death and an acceptable election for the payment method.

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

FDIC. Federal Deposit Insurance Corporation.

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FINRA. Financial Industry Regulatory Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Issue Date. The date the Contract is issued.

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

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

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

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

Minimum Allocation. \$500.

Minimum Guaranteed Cap Rate. The actual Minimum Guaranteed Cap Rate for your Contract is the amount shown on your Contract Schedule but will not be less than 2%.

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

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

Minimum Partial Withdrawal Amount. \$500.

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

NYSE. New York Stock Exchange.

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

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

Performance Rate Adjustment. The adjustment made to the Investment Amount for each Shield Option on any day during the Term, up to, and including, the Term End Date. Prior to the Term End Date, this adjustment is based on the Index Performance of the associated Index for the Term, subject to any applicable Accrued Shield Rate,

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Accrued Cap Rate or Accrued Step Rate. On the Term End Date, this adjustment is based on the Performance Rate. This adjustment can be positive, zero or negative. When the Performance Rate Adjustment is positive we may also refer to this adjustment as "earnings." When the Performance Rate Adjustment is negative we may also refer to this adjustment as "losses."

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

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

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

RMD. Required Minimum Distribution.

SEC. Securities and Exchange Commission.

Securities Indices. Indices based on the performance of securities.

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

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

Shield Rate. The amount of any negative Index Performance that is absorbed by us at the Term End Date. Any negative Index Performance beyond the Shield Rate will reduce the Investment Amount associated with the Shield Option. The Shield Rate is an annual rate. We currently offer Shield 10.

Shield Option. You may allocate your Purchase Payment or transfer your Investment Amount to one or more of the available Shield Options. Each Shield Option offered through this Contract has a Term of 1 year and the Shield 10 Shield Rate. For each Shield Option, you select (i) which Securities Index you want the performance of your Contract to be based on and (ii) the Rate Crediting Type.

Step Rate. The rate credited at the Term End Date if the Index Performance is equal to or greater than zero. The Step Rate may vary between Shield Options and is an annual rate.

Surrender. A full withdrawal of your Account Value.

Term. The Term is the number of years that the Shield Option is in effect. We currently offer Terms of 1 year. The Initial Term begins on the Issue Date.

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

Term Start Date. The Contract Anniversary on which a Shield Option is established. The initial Term Start Date begins on the Issue Date, and thereafter, the Term Start Date will be each Contract Anniversary.

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

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

SUMMARY

The Brighthouse Shield Level 10SM Annuity is an individual single premium deferred index-linked separate account annuity contract (the "Contract") issued by BLIC, that provides for the potential accumulation of retirement savings. The Contract is intended for retirement or other long term investment purposes.

The Contract offers various Shield Options, which permit Owners to potentially receive interest equal to the percentage returns of certain Securities Indices, up to a Cap Rate or Step Rate, with a guarantee against negative returns—a guarantee we call a "Shield Rate." We currently offer Shield Options based on Securities Indices and Rate Crediting Types. Each Shield Option has a Term of 1 year in length and the Shield 10 Shield Rate. For each Shield Option, you select which Securities Index you want the performance of your Contract to be based on, and whether you want your Contract performance based on the Cap Rate or Step Rate. A Fixed Account that guarantees a fixed rate of interest may also be available. **Unless you allocate your Purchase Payment to the Fixed Account, you may lose money by investing in the Contract.**

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

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

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

When you purchase the Contract, the death benefit will be the greater of your (i) Account Value or (ii) Purchase Payment, reduced proportionately by the percentage reduction in Account Value of the Shield Option(s) and the Fixed Account for each partial withdrawal (including any applicable Withdrawal Charge).

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

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

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

Key Features of the Contract

Contract	Individual single premium deferred index-linked separate account annuity contract.
Purchase Payment	The minimum Purchase Payment: \$25,000. Prior approval required for a Purchase Payment of less than \$25,000 or \$1,000,000 or more.
Owner and Annuitant Issue Ages	0-75
Contract Periods	The Contract has two periods: <ul style="list-style-type: none">• The Accumulation Period, the period prior to the Annuity Date; and• The Income Period, which begins on the Annuity Date and during which Income Payments are provided.
Account Value	The total of the Fixed Account Value and the value of the Shield Option(s) under the Contract during the Accumulation Period.
Shield Option	Each Shield Option offered through this Contract has a Term of 1 year and the Shield 10 Shield Rate. For each Shield Option, you select (i) which Securities Index you want the performance of your Contract to be based on and (ii) the Rate Crediting Type.
Term	1 year in length.
Index	The current Indices are as follows: <ul style="list-style-type: none">• S&P 500® Index (Price Return Index);• Russell 2000® Index (Price Return Index); and• MSCI EAFE Index (Price Return Index).
Shield Rate	Shield 10 — A Shield Rate where negative Index Performance of up to 10% of your Investment Amount is absorbed by us at the Term End Date, which would leave you to absorb any remaining negative Index Performance of up to 90% of your Investment Amount.
Rate Crediting Type	A Shield Option can only have one associated Rate Crediting Type: either a Cap Rate or a Step Rate.
Interim Value	For each Shield Option, the value we assign on any Business Day prior to the Term End Date. The Interim Value of a Shield Option is equal to the Investment Amount in the Shield Option, adjusted for the Index Performance of the associated Index and subject to the applicable Accrued Shield Rate, Accrued Cap Rate or Accrued Step Rate.
Transfers	During the Accumulation Period you may make transfers to the Fixed Account and/or to new Shield Option(s) during the Transfer Period. The effective date of such transfer is the first day of the Interest Rate Term and/or the Term in which the transfer is made.
Fixed Account	See Appendix D.
Access to Your Money	You may withdraw some or all of your money at any time prior to the Annuity Date. For any withdrawal, a Performance Rate Adjustment, as of the date of the withdrawal, will apply. In addition, a withdrawal taken in excess of the Free Withdrawal Amount may be subject to a Withdrawal Charge.

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Withdrawal Charge	<p>A percentage charge applied to withdrawals in excess of the Free Withdrawal Amount.</p> <p>The Withdrawal Charge is calculated at the time of each withdrawal in accordance with the following:</p> <table> <tr> <th>Number of Complete Contract Years since Issue Date</th><th>Withdrawal Charge percentage</th></tr> <tr> <td>0</td><td>7%</td></tr> <tr> <td>1</td><td>7%</td></tr> <tr> <td>2</td><td>6%</td></tr> <tr> <td>3</td><td>5%</td></tr> <tr> <td>4</td><td>4%</td></tr> <tr> <td>5</td><td>3%</td></tr> <tr> <td>6 or more</td><td>0%</td></tr> </table> <p>See "WITHDRAWAL PROVISIONS — When No Withdrawal Charge Applies" for a list of Withdrawal Charge waivers.</p>	Number of Complete Contract Years since Issue Date	Withdrawal Charge percentage	0	7%	1	7%	2	6%	3	5%	4	4%	5	3%	6 or more	0%
Number of Complete Contract Years since Issue Date	Withdrawal Charge percentage																
0	7%																
1	7%																
2	6%																
3	5%																
4	4%																
5	3%																
6 or more	0%																
Death Benefit	<p>The death benefit is the greater of the Account Value or your Purchase Payment (reduced proportionately by the percentage reduction in Account Value of the Shield Option(s) and the Fixed Account for each partial withdrawal (including any applicable Withdrawal Charge)) determined as of the end of the Business Day on which we have received Notice of due proof of death and an acceptable election for the payment method.</p>																
Annuity Options	<p>You can choose an Annuity Option. After Income Payments begin, you cannot change the Annuity Option. You can choose one of the following Annuity Options on a fixed payment basis or any other Annuity Option acceptable to us:</p> <ul style="list-style-type: none"> (i) Life Annuity; (ii) Life Annuity with 10 Years of Income Payments Guaranteed; (iii) Joint and Last Survivor Annuity; and (iv) Joint and Last Survivor Annuity with 10 Years of Income Payments Guaranteed. 																
Charges and Expenses	<p>You will bear the following charges and expenses:</p> <ul style="list-style-type: none"> (i) Withdrawal Charges; and (ii) Premium and Other Taxes. 																
Your Right to Cancel	<p>You may cancel the Contract within a certain time period after receiving it by mailing or delivering the Contract to either us or the agent who sold it. This is known as a "Free Look." Unless otherwise required by state law, we will return either your Purchase Payment or Account Value, depending on your state, and we will not deduct a Withdrawal Charge.</p>																

RISK FACTORS

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

Risk of loss

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

No ownership of the underlying securities

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

Withdrawal Charges

You may withdraw some or all of your money at any time prior to the Annuity Date; however, any applicable Withdrawal Charge is calculated as a percentage of the amount withdrawn. After the first Contract Year, the Contract provides for a limited free access to your money, called the Free Withdrawal Amount. If you withdraw an amount that is greater than the Free Withdrawal Amount for your Contract, you may be subject to a Withdrawal Charge which will reduce the amount that is payable to you. For example, assume you make a \$100,000 Purchase Payment at Contract issue. If your Account Value is \$80,000 in the beginning of the sixth (6th) Contract Year and you take a full withdrawal from your Contract, the Free Withdrawal Amount is \$8,000 (10% of \$80,000) and a Withdrawal Charge percentage of 3% is applied to the remaining amount. This is a 3% reduction of your Account Value, less the Free Withdrawal Amount (\$72,000 = \$80,000 – \$8,000). The Withdrawal Charge would be \$2,160 (3% of \$72,000). This results in a cash value of \$77,840 paid to you (\$77,840 = \$80,000 – \$2,160). If you make a withdrawal before a Term End Date, a Performance Rate Adjustment, as of the date of the withdrawal, will apply. A Performance Rate Adjustment may result in a loss that is greater than the Accrued Shield Rate when Index Performance is negative on the date of the withdrawal. Performance Rate Adjustments, at the time of the withdrawal, may decrease the amount that is payable to you.

Effect of Withdrawals or Annuitization

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

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

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

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

Limitations on Transfers

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

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

Availability of Shield Options

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

An Index may be substituted

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

Issuing Company

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

THE ANNUITY CONTRACT

This prospectus describes the Brighthouse Shield Level 10SM Annuity issued by us and describes all the material features of the Contract. The Brighthouse Shield Level 10SM Annuity is a contract between you as the Owner, and us, the insurance company, where you agree to make a Purchase Payment to us and we agree to make a series of Income Payments at a later date you select (the "Annuity Date").

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The Contract, like all deferred annuity contracts, has two periods: the Accumulation Period and the Income Period. During the Accumulation Period, Account Value accumulates on a tax-deferred basis and is taxed as income when you make a withdrawal. If you make a withdrawal during the Accumulation Period, we may assess a Withdrawal Charge of up to 7%. Withdrawals, depending on the amount and timing, may negatively impact the benefits and guarantees provided by your Contract. You should carefully consider whether a withdrawal under a particular circumstance will have any negative impact to your benefits or guarantees. The Income Period occurs when you or a designated payee begin receiving regular Income Payments from your Contract.

The maximum issue age for this Contract is 75.

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

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

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

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

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

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

Replacement of Contracts

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

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

PURCHASE

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

Purchase Payment

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

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

We reserve the right to reject any application.

Allocation of the Purchase Payment

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

SHIELD OPTIONS

The Brighthouse Shield Level 10SM Annuity is not a variable annuity where your account value varies based on the investment performance of the underlying portfolios you choose, rather the Shield Options offer potential interest based upon index performance. This potential interest—the Performance Rate Adjustment—may be a

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

You have the opportunity to allocate your Investment Amount to any of the Shield Options described below, subject to the requirements, limitations and procedures disclosed in the prospectus. We are not obligated to offer any one particular Shield Option and your selling firm may limit the Shield Options available through that firm when your Contract is issued. After the Contract is issued, there will always be at least one Shield Option available. Each Shield Option has (i) a Term of 1 year, (ii) an associated Index, (iii) the Shield 10 Shield Rate and (iv) a Rate Crediting Type you select.

The Shield Options include your choice of the following Indices, each of which is available with a Cap Rate or Step Rate:

- S&P 500® Index
- Russell 2000® Index
- MSCI EAFE Index

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

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

TERM

The Term is the number of years that a Shield Option is in effect. For all Shield Options we currently offer Terms of 1 year. An initial Term begins on the Issue Date. A Term ends and a subsequent Term begins on each Contract Anniversary.

Term Start Date

Each Shield Option will have a Term Start Date, which is the Contract Anniversary on which a Shield Option is established. The initial Term Start Date begins on the Issue Date, and thereafter, the Term Start Date will be on each Contract Anniversary.

Term End Date

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

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the Fixed Account. For renewals into the same Shield Option, a new Cap Rate or Step Rate, as applicable, will be declared and will go into effect on the Contract Anniversary that coincides with the beginning of the new Term in the Shield Option that just ended. The amount transferred to the new Shield Option is the Investment Amount as of the Contract Anniversary.

INDICES

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

The following Securities Indices are currently available:

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

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

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

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

Discontinuation or Substantial Change to an Index. If any Index is discontinued or, we determine that our use of such Index should be discontinued, or if the calculation of an Index is substantially changed, we may substitute a comparable index with a similar investment objective and risk profile. We will send you (i) written Notice thirty (30) days in advance of such substitution if we determine such Index should be discontinued and (ii) reasonable written Notice relative to the notice we receive under our license agreements with the publishers of the Indices if an Index is discontinued. Upon substitution of an Index, we will calculate your Index Performance on the existing Index up until the date of substitution and the substitute Index from the date of substitution to the Term End Date. The Index Performance as of the Term End Date will be equal to the return from having invested in the initial Index up to the substitution date and then investing in the substitute Index from the date of substitution to the Term End Date assuming no withdrawals or transfers based on the following formula: $(\text{initial Index at Index substitution date} \div \text{initial Index at Term Start Date}) \times (\text{substituted Index at Term End Date} \div \text{substituted Index at substitution date}) - 1$. An Index substitution will not change the Term, Shield Rate, Cap Rate or Step Rate for an existing Shield Option.

See Appendix B for an Index substitution Investment Amount example.

Index Value

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

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Index Performance

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

SHIELD RATES

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

We currently offer Shield 10 (up to 10% downside protection). For example, a -15% Index Performance with a 10% Shield Rate will result in a -5% Performance Rate.

RATE CREDITING TYPES

Cap Rate

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

Step Rate

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

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

ADDITION OR DISCONTINUANCE OF A SHIELD OPTION

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

INVESTMENT AMOUNT

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

CALCULATING YOUR INVESTMENT AMOUNT ON A TERM END DATE

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

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

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EXAMPLES

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

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

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

Example 3—Withdrawals (See "WITHDRAWAL PROVISIONS.")

Example 4—Transfers (See "TRANSFERS.")

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

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

Values are rounded for display purposes only.

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

Examples 1A and 1B are intended to show how the Investment Amount on a Term End Date is calculated. In both examples assume Owner 1 allocates her \$50,000 Purchase Payment into a 1-Year Term / Shield 10 / S&P 500® Index and she allows her allocation to renew year to year for five years. In Example 1A she has selected the Shield 10 S&P 500® Index with a Cap Rate of 10%. In Example 1B she has selected the Shield 10 S&P 500® Index with a Step Rate of 8%. For purposes of both examples, assume no withdrawals are made during the five year example period, the Example 1A Cap Rate stays at 10% for all five years and the Example 1B Step Rate stays at 8% for all five years. If a withdrawal were made, a Withdrawal Charge during all 5 Contract Years as well as an Interim Value calculation may apply, and consequently the Investment Amount for the Term would be adjusted accordingly.

Example 1A—Shield Option with Cap Rate:

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

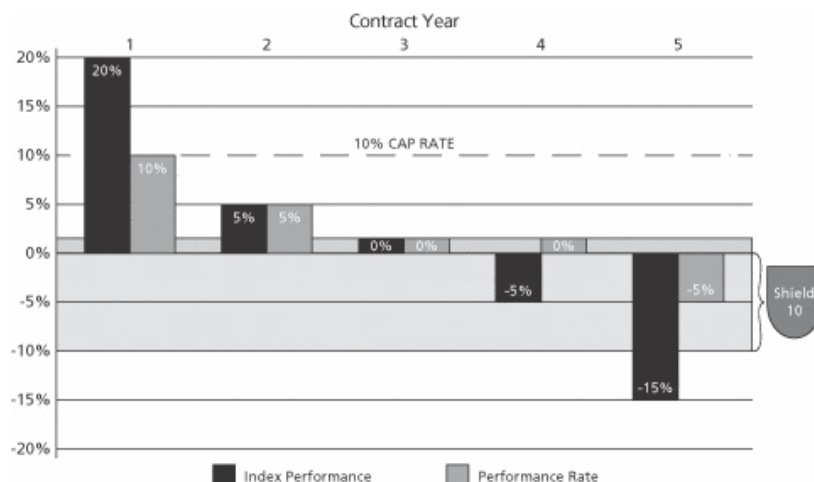


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Contract Year	1	2	3	4	5
Term Start Date					
Investment Amount ⁽¹⁾	\$50,000	\$55,000	\$57,750	\$57,750	\$57,750
Index Value	1,000	1,200	1,260	1,260	1,197
Term End Date					
Index Value	1,200	1,260	1,260	1,197	1,017
Index Performance ⁽²⁾	20%	5%	0%	-5%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

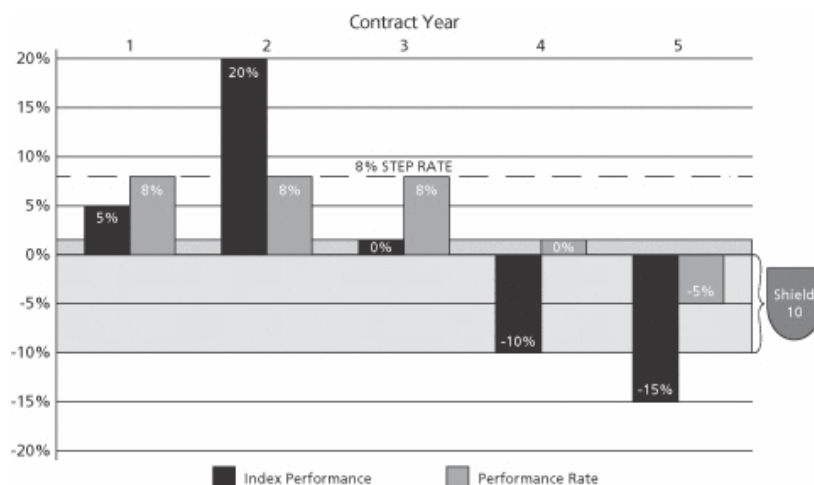
Notes to the table above:

- ⁽¹⁾ Investment Amount at Term Start Date in year one is the \$50,000 Purchase Payment. In years two through five, the Investment Amount at Term Start Date would be \$55,000, \$57,750, \$57,750 and \$57,750, respectively, which was the Investment Amount at Term End Date for the prior year.
- ⁽²⁾ Index Performance is equal to the percentage change in the Index Value measured from the Term Start Date to the Term End Date. For example, in year one, Index Performance is calculated as follows:
- $$(1,200 [\text{Index Value at Term End Date}] - 1,000 [\text{Index Value at Term Start Date}]) \div 1,000 [\text{Index Value at Term Start Date}] = 20\%$$
- ⁽³⁾ In year one, Index Performance exceeds the Cap Rate and therefore the Performance Rate is equal to the Cap Rate. In years two and three the Performance Rate is equal to the Index Performance because the Index Performance is not negative and does not exceed the Cap Rate. In year four the Performance Rate is 0% because the Index Performance is -5% and the Shield 10 absorbs up to 10% of the negative Index Performance. In year five, the Performance Rate is -5% because the Index Performance is -15% and the Shield 10 absorbs up to 10% of negative Index Performance.
- ⁽⁴⁾ The Performance Rate Adjustment is equal to the product of the Investment Amount at the Term Start Date adjusted for any withdrawals (there are no withdrawals in the example) multiplied by the Performance Rate. For example, in year one the Performance Rate Adjustment is calculated as follows:
- $$\$50,000 [\text{Investment Amount at Term Start Date}] \times 10\% [\text{Performance Rate}] = \$5,000$$
- ⁽⁵⁾ The Investment Amount at the Term End Date is equal to the Investment Amount at Term Start Date adjusted for any withdrawals (there are no withdrawals in the example) plus the Performance Rate Adjustment. For example, in year one the Investment Amount at the Term End Date is calculated as follows:
- $$\$50,000 [\text{Investment Amount at Term Start Date}] + \$5,000 [\text{Performance Rate Adjustment}] = \$55,000$$

Example 1B—Shield Option with Step Rate:

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

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

Notes to the table above:

- ⁽¹⁾ Investment Amount at Term Start Date in year one is the \$50,000 Purchase Payment. In years two through five, the Investment Amount at the Term Start Date would be \$54,000, \$58,320, \$62,986 and \$62,986, respectively, which was the Investment Amount at the Term End Date for the prior year.
- ⁽²⁾ Index Performance is equal to the percentage change in the Index Value measured from the Term Start Date to the Term End Date. For example, in year one, Index Performance is calculated as follows:
- $$(1,050 [\text{Index Value at Term End Date}] - 1,000 [\text{Index Value at Term Start Date}]) \div 1,000 [\text{Index Value at Term Start Date}] = 5\%$$
- ⁽³⁾ In years one, two and three the Performance Rate is equal to the Step Rate because the Index Performance is positive or zero. It should be noted that although Index Performance was 20% in year two, the Performance Rate is capped at 8% by the Step Rate. In year four the Performance Rate is 0% because the Index Performance is -10% and the Shield 10 absorbs up to 10% of the negative Index Performance. In year five, the Performance Rate is -5% because the Index Performance is -15% and the Shield 10 absorbs up to 10% of the negative Index Performance.
- ⁽⁴⁾ The Performance Rate Adjustment is equal to the product of the Investment Amount at the Term Start Date adjusted for any withdrawals (there are no withdrawals in the example) multiplied by the Performance Rate. For example, in year one the Performance Rate Adjustment is calculated as follows:
- $$\$50,000 [\text{Investment Amount at Term Start Date}] \times 8\% [\text{Performance Rate}] = \$4,000$$
- ⁽⁵⁾ The Investment Amount at the Term End Date is equal to the Investment Amount at Term Start Date adjusted for any withdrawals (there are no withdrawals in the example) plus the Performance Rate Adjustment. For example, in year one the Investment Amount at the Term End Date is calculated as follows:
- $$\$50,000 [\text{Investment Amount at Term Start Date}] + \$4,000 [\text{Performance Rate Adjustment}] = \$54,000$$

INTERIM VALUE CALCULATION

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

Accrued Shield Rate for Interim Value Calculation

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

Accrued Cap Rate for Interim Value Calculation

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

Accrued Step Rate for Interim Value Calculation

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

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

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

As noted above, the Interim Value is calculated using accrued values for the Shield Rate, Cap Rate and Step Rate. So if you annuitize, die, make a withdrawal, Surrender or cancel your Contract before the Term End Date, you will not receive the full benefit of the Shield Rate, Cap Rate or Step Rate but instead will receive the accrued percentage to the date of the annuitization, date of the payment of the death benefit, withdrawal or Surrender. In addition, a withdrawal from a Shield Option will reduce your Interim Value by the amount withdrawn on the date of the withdrawal. For example if you have a Shield Option with a 1-Year Term, a Shield 10 and a 10% Cap Rate and you make a withdrawal halfway through your Term, the Interim Value will be calculated using your Accrued Shield Rate and Accrued Cap Rate. That means your Accrued Shield Rate will be 5% and your Accrued Cap Rate will be 5%. The accrued rates are calculated as follows:

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

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

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

Example 2—Calculating your Interim Value

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

Example 2A—Positive Index Performance:

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

Notes to the table above:

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

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

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

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

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

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

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

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

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

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Example 2B—Negative Index Performance:

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

Notes to the table above:

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

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

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

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

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

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

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

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

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

YOUR ACCOUNT VALUE

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

WITHDRAWAL PROVISIONS

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

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

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

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

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

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

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

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

Withdrawal Charge

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

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

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

Number of Complete Contract Years since Issue Date	Withdrawal Charge percentage
0	7%
1	7%
2	6%
3	5%
4	4%
5	3%
6 or more	0%

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

When No Withdrawal Charge Applies

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

- (i) Maturity of the Contract;

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(ii) Payment of the death benefit;

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

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

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

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

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

(viii) Withdrawals up to the Free Withdrawal Amount.

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

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

If approved in your state, these Contract features are available regardless of your age on the Contract Issue Date and terminate on the Annuity Date. These Contract features are free of charge. Additional conditions and requirements apply and are specified in the rider(s) that are part of your Contract.

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

Example 3—Withdrawals

Examples 3A and 3B are intended to show how withdrawals work. In both examples assume that Owner 1 allocates her \$50,000 Purchase Payment to the 1-Year Term / Shield 10 / S&P 500® Index with a Cap Rate of 10%. Example 3A will illustrate a withdrawal when Index Performance is positive and assumes no Withdrawal Charge applies due to a Withdrawal Charge waiver. Example 3B will illustrate a withdrawal when Index Performance is negative and a 7% Withdrawal Charge is applied. In both examples, Owner 1 takes only one \$20,000 withdrawal exactly halfway through the Term. The remaining Investment Amount after a withdrawal will be used as the new Investment Amount for the Term until the Term End Date for that Shield Option (assuming no additional withdrawals).

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

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

Notes to the table above:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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- (8) Index Performance at the Term End Date is equal to the percentage change in the Index Value measured from the Term Start Date to the Term End Date. Index Performance at the Term End Date is calculated as follows:
- $$(700 [\text{Index Value at Term End Date}] - 500 [\text{Index Value at Term Start Date}]) \div 500 [\text{Index Value at Term Start Date}] = 40\%$$
- (9) Index Performance at the Term End Date exceeds the Cap Rate and therefore the Performance Rate at the Term End Date is equal to the Cap Rate.
- (10) The Performance Rate Adjustment at the Term End Date is equal to the product of the Investment Amount at the Term Start Date adjusted for any withdrawals multiplied by the Performance Rate at the Term End Date. The Performance Rate Adjustment at the Term End Date is calculated as follows:
- $$\$30,952 [\text{Investment Amount adjusted for withdrawal}] \times 10\% [\text{Performance Rate at Term End Date}] = \$3,095$$
- (11) The Investment Amount at the Term End Date is equal to the Investment Amount one year after the Term Start Date adjusted for any withdrawals plus the Performance Rate Adjustment at Term End Date. The Investment Amount at the Term End Date is calculated as follows:
- $$\$30,952 [\text{Investment Amount adjusted for withdrawal}] + \$3,095 [\text{Performance Rate Adjustment at Term End Date}] = \$34,047$$

Example 3B—Negative Index Performance and Withdrawal Charge:

Term Start Date	
Investment Amount	\$50,000
Shield Rate	Shield 10
Cap Rate	10%
Index Value	500
Interim Value Calculation Halfway Through Term	
Index Value	400
Index Performance ⁽¹⁾	-20%
Accrued Shield Rate ⁽²⁾	5%
Performance Rate ⁽³⁾	-15%
Performance Rate Adjustment ⁽⁴⁾	-\$7,500
Interim Value Halfway Through Term ⁽⁵⁾	\$42,500
Withdrawal Amount taken	\$20,000
Investment Amount adjusted for any withdrawals ⁽⁶⁾	\$26,471
Free Withdrawal Amount ⁽⁷⁾	\$5,000
Withdrawal Charge Amount ⁽⁸⁾	\$1,050
Net Proceeds from Withdrawal paid to Contract Owner ⁽⁹⁾	\$18,950
Term End Date	
Index Value	450
Index Performance ⁽¹⁰⁾	-10%
Performance Rate ⁽¹¹⁾	0%
Performance Rate Adjustment ⁽¹²⁾	\$0
Investment Amount ⁽¹³⁾	\$26,471

Notes to the table above:

- (1) Index Performance is equal to the percentage change in the Index Value measured from the Term Start Date to the date of the Interim Value calculation. Index Performance is calculated as follows:
- $$(400 [\text{Index Value on date of Interim Value calculation}] - 500 [\text{Index Value at Term Start Date}]) \div 500 [\text{Index Value at Term Start Date}] = -20\%$$
- (2) The Accrued Shield Rate is equal to the Shield Rate multiplied by the number of days elapsed since the Term Start Date divided by the total number of days in the Term. The Accrued Shield Rate is calculated as follows:
- $$10\% [\text{Shield Rate}] \times 183 [\text{number of days elapsed since Term Start Date}] \div 365 [\text{total number of days in the Term}] = 5\%$$
- (3) The Performance Rate is -15% because the Index Performance is -20% and the Accrued Shield Rate of 5% absorbs up to 5% of the negative Index Performance.

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

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

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

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

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

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

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

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

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

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

$$(\$20,000 [\text{gross withdrawal amount}] - \$5,000 [\text{Free Withdrawal Amount}]) \times 7\% [\text{Withdrawal Charge}] = \$1,050$$

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

$$\$20,000 [\text{amount withdrawn}] - \$1,050 [\text{Withdrawal Charge}] = \$18,950$$

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

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

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

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

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

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

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

TRANSFERS

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

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

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

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

Example 4—Transfers

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

Shield Options prior to Transfer:

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

Notes to the table above:

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

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

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

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

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

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

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

Shield Options after Transfer:

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

Notes to the table above:

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

DEATH BENEFITS

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

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

Standard Death Benefit

The death benefit will be the greater of:

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

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

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

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

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

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

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

See Appendix C for examples of the standard death benefit.

General Death Benefit Provisions

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

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

If the Beneficiary chooses to continue the Contract, any excess of the Death Benefit Amount over the Account Value will be allocated to the Fixed Account. If the Fixed Account is not available, any excess amount of the Death Benefit Amount over the Account Value will be allocated into the Shield Option with the lowest Cap Rate from the Shield Options available at the End of the Term, unless otherwise directed by the Beneficiary.

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

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

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

Controlled Payout

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

Death of Owner During the Accumulation Period

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

Death of Annuitant During the Accumulation Period

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

Death Benefit Options

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

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

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

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

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

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

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

Beneficiary Continuation Options. We offer two types of Beneficiary Continuation Options during the Accumulation Period: the Spousal Continuation and Non-Spousal Beneficiary Continuation Options described

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

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

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

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

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

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

INCOME PAYMENTS (THE INCOME PERIOD)

Annuity Date

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

Maturity Date

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

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

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Income Payments

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

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

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

Annuity Options

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

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

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

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

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

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

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

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

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

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

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

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

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

Death of Owner During the Income Period

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

PREMIUM AND OTHER TAXES

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

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

INCOME TAXES

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

FEDERAL TAX CONSIDERATIONS

Introduction

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

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

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

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

Non-Qualified Annuity Contracts

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

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

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

Accumulation

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

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

Surrenders or Withdrawals—Early Distribution

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

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

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

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

Aggregation

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

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

Exchanges/Transfers

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

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

Death Benefits

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

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

Taxation of Payments in Annuity Form

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

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

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

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

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

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

3.8% Tax on Net Investment Income

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

- (1) the taxpayer’s “net investment income,” (from non-qualified annuities, interest, dividends, and other investments, offset by specified allowable deductions); or
- (2) the taxpayer’s modified adjusted gross income in excess of a specified income threshold (\$250,000 for married couples filing jointly and qualifying widows, \$125,000 for married couples filing separately, and \$200,000 for single filers).

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

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

Qualified Annuity Contracts

Introduction

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

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

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

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

Accumulation

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

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

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

Taxation of Annuity Distributions

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

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

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

Withdrawals Prior to Age 59 1/2

A taxable withdrawal from a qualified plan which is subject to income tax may also be subject to a 10% Federal income tax penalty for "early" distribution if taken prior to age 59 1/2, unless an exception described below applies.

These exceptions include withdrawals made:

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

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

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

Rollovers

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

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

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

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

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

20% Withholding on Eligible Rollover Distributions

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

Death Benefits

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

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

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

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

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

Required Minimum Distributions

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

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

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

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

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

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

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

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

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

Additional Information regarding IRAs

Purchase payments

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

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

Withdrawals

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

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

Conversion

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

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

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Additional Federal Tax Considerations

Non-Qualified Annuity Contracts

Changes to Tax Rules and Interpretations

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

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

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

Capital Gains	Dividends	Other
23.8%	43.4%	43.4%

Qualified Annuity Contracts

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

Types of Qualified Plans

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

IRA

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

Roth Account

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

Comparison of Plan Limits for Individual Contributions:

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

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

Federal Estate Taxes

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

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Generation-Skipping Transfer Tax

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

Annuity Purchase Payments by Nonresident Aliens and Foreign Corporations

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

YOUR RIGHT TO CANCEL (FREE LOOK)

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

OWNERSHIP PROVISIONS

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

These rights include the right to:

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

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

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

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

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

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

ABANDONED PROPERTY REQUIREMENTS

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

SUSPENSION OF PAYMENTS OR TRANSFERS

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

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

WHEN WE CAN CANCEL YOUR CONTRACT

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

THE INSURANCE COMPANY

Brighthouse Life Insurance Company ("BLIC")

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

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

Planned Separation from MetLife, Inc.

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

To effect the separation, first, MetLife expects to undertake the restructuring described in more detail in the Form 10. The restructuring would result in future Brighthouse Financial subsidiaries, including BLIC, being wholly-owned subsidiaries of Brighthouse Financial. Following the restructuring, MetLife would distribute at least 80.1% of Brighthouse Financial's common stock to MetLife's shareholders (the Distribution), and Brighthouse Financial would become a separate, publicly traded company. The separation remains subject to certain conditions including, among others, obtaining final approval from the MetLife board of directors, receipt of a favorable IRS ruling and an opinion from MetLife's tax adviser regarding certain U.S. federal income tax matters, receipt of the approval of state insurance and other regulatory authorities and an SEC declaration of the effectiveness of the Form 10.

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

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

THE SEPARATE ACCOUNT

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

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

We will maintain in the Separate Account assets with an aggregate value at least equal to the Contract reserves.

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

INVESTMENTS BY BLIC

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

ANNUAL STATEMENT

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

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

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

DISTRIBUTION OF THE CONTRACTS

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

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

Selling Firms

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

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

Compensation Paid to Selling Firms. We and Brighthouse Securities pay compensation to all selling firms in the form of commissions and may also provide certain types of non-cash compensation. The maximum commission payable is 5% of the Purchase Payment. Some selling firms may elect to receive a lower commission when the Purchase Payment is made, along with annual trail commissions up to 1% of Account Value for so long as the Contract remains in effect or as agreed in the selling agreement. We also pay commissions when an Owner elects to begin receiving regular income payments. (See “INCOME PAYMENTS—(THE INCOME PERIOD).”) Brighthouse Securities may also provide non-cash compensation items that we may provide jointly with Brighthouse Securities. Non-cash items may include expenses for conference or seminar trips, certain gifts, prizes and awards.

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

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

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

THE FIXED ACCOUNT

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

RESTRICTIONS ON FINANCIAL TRANSACTIONS

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

REQUESTS AND ELECTIONS

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

Requests for service may be made through your registered representative:

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

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

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

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

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

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

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

CYBERSECURITY RISKS

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

CONFIRMING TRANSACTIONS

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

LEGAL PROCEEDINGS

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

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

EXPERTS

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

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

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

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

STATE VARIATIONS

Contracts issued in your state may provide different features and benefits from, and impose different costs than, those described in this prospectus because of state law variations. These differences include, among other

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things, Free Look rights, age issuance limitations, transfer rights and limitations, the right to reject a Purchase Payment, the requirements for unisex annuity rates and the general availability of certain features. However, please note that the maximum fee is set forth in this prospectus. This prospectus describes all the material features of the Contract. If you would like to review a copy of the Contract and any endorsements, contact our Annuity Service Office.

ELECTRONIC DELIVERY

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

AMENDMENT OF THE CONTRACT

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

MISSTATEMENT

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

INFORMATION INCORPORATED BY REFERENCE

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

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

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

DISCLOSURE OF COMMISSION POSITION ON INDEMNIFICATION FOR SECURITIES ACT LIABILITIES

Pursuant to applicable provisions of BLIC's by-laws or internal corporate policies adopted by BLIC or its ultimate parent, the directors, officers and other controlling persons of BLIC and of BLIC's affiliate and principal underwriter, Brighthouse Securities, who are made or threatened to be made a party to an action or proceeding, may be eligible to obtain indemnification against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, incurred as a result of such action or proceeding. Under the principal

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underwriting agreement between BLIC and Brighthouse Securities, the parties have agreed to indemnify each other against certain liabilities and expenses from legal proceedings arising out of Brighthouse Securities' distribution of the Contracts.

APPENDIX A

INDEX PUBLISHERS

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

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

The S&P 500 Index is a product of S&P Dow Jones Indices LLC ("SPDJI"), and has been licensed for use by affiliates of Brighthouse Financial, Inc. including Brighthouse Services, LLC and Brighthouse Life Insurance Company (collectively, "Brighthouse Financial"). Standard & Poor's®, S&P® and S&P 500® are registered trademarks of Standard & Poor's Financial Services LLC ("S&P"); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow Jones"); and these trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by Brighthouse Financial. Brighthouse Shield Level 10SM Annuity is not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, any of their respective affiliates (collectively, "S&P Dow Jones Indices"). S&P Dow Jones Indices makes no representation or warranty, express or implied, to the owners of the Brighthouse Shield Level 10SM Annuity or any member of the public regarding the advisability of investing in securities generally or in Brighthouse Shield Level 10SM Annuity particularly or the ability of the S&P 500 Index to track general market performance. S&P Dow Jones Indices' only relationship to Brighthouse Financial with respect to the S&P 500 Index is the licensing of the Index and certain trademarks, service marks and/or trade names of S&P Dow Jones Indices or its licensors. The S&P 500 Index is determined, composed and calculated by S&P Dow Jones Indices without regard to Brighthouse Financial or the Brighthouse Shield Level 10SM Annuity. S&P Dow Jones Indices have no obligation to take the needs of Brighthouse Financial or the owners of Brighthouse Shield Level 10SM Annuity into consideration in determining, composing or calculating the S&P 500 Index. S&P Dow Jones Indices is not responsible for and has not participated in the determination of the prices, and amount of Brighthouse Shield Level 10SM Annuity or the timing of the issuance or sale of Brighthouse Shield Level 10SM Annuity or in the determination or calculation of the equation by which Brighthouse Shield Level 10SM Annuity is to be converted into cash, surrendered or redeemed, as the case may be. S&P Dow Jones Indices has no obligation or liability in connection with the administration, marketing or trading of Brighthouse Shield Level 10SM Annuity. There is no assurance that investment products based on the S&P 500 Index will accurately track index performance or provide positive investment returns. S&P Dow Jones Indices LLC is not an investment advisor. Inclusion of a security within an index is not a recommendation by S&P Dow Jones Indices to buy, sell, or hold such security, nor is it considered to be investment advice. Notwithstanding the foregoing, CME Group Inc. and its affiliates may independently issue and/or sponsor financial products unrelated to Brighthouse Shield Level 10SM Annuity currently being issued by Brighthouse Financial, but which may be similar to and competitive with Brighthouse Shield Level 10SM Annuity. In addition, CME Group Inc. and its affiliates may trade financial products which are linked to the performance of the S&P 500 Index.

S&P DOW JONES INDICES DOES NOT GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS AND/OR THE COMPLETENESS OF THE S&P 500 INDEX OR ANY DATA RELATED THERETO OR ANY COMMUNICATION, INCLUDING BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATION (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P DOW JONES INDICES SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, OR DELAYS THEREIN. S&P DOW JONES INDICES MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR AS TO RESULTS TO BE OBTAINED BY BRIGHTHOUSE FINANCIAL, OWNERS OF THE BRIGHTHOUSE SHIELD LEVEL 10SM ANNUITY, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500 INDEX OR WITH RESPECT TO ANY DATA RELATED THERETO. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P DOW JONES INDICES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT

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

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

The Brighthouse Shield Level 10SM Annuity is not sponsored, endorsed, sold or promoted by Frank Russell Company ("Russell"). Russell makes no representation or warranty, express or implied, to the owners of the Brighthouse Shield Level 10SM Annuity or any member of the public regarding the advisability of investing in securities generally or in the Brighthouse Shield Level 10SM Annuity particularly or the ability of the Russell 2000[®] Index to track general stock market performance or a segment of the same. Russell's publication of the Russell 2000[®] Index in no way suggests or implies an opinion by Russell as to the advisability of investment in any or all of the securities upon which the Russell 2000[®] Index is based. Russell's only relationship to affiliates of Brighthouse Financial, Inc., including Brighthouse Services, LLC and Brighthouse Life Insurance Company (collectively, "Brighthouse Financial") is the licensing of certain trademarks and trade names of Russell and of the Russell 2000[®] Index which is determined, composed and calculated by Russell without regard to Brighthouse Financial or the Brighthouse Shield Level 10SM Annuity. Russell is not responsible for and has not reviewed the Brighthouse Shield Level 10SM Annuity nor any associated literature or publications and Russell makes no representation or warranty express or implied as to their accuracy or completeness, or otherwise. Russell reserves the right, at any time and without notice, to alter, amend, terminate or in any way change the Russell 2000[®] Index. Russell has no obligation or liability in connection with the administration, marketing or trading of the Brighthouse Shield Level 10SM Annuity.

RUSSELL DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE RUSSELL 2000[®] INDEX OR ANY DATA INCLUDED THEREIN AND RUSSELL SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. RUSSELL MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY BRIGHTHOUSE FINANCIAL, INVESTORS, OWNERS OF THE BRIGHTHOUSE SHIELD LEVEL 10SM ANNUITY OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE RUSSELL 2000[®] INDEX OR ANY DATA INCLUDED THEREIN. RUSSELL MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE RUSSELL 2000[®] INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL RUSSELL HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

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

THE BRIGHTHOUSE SHIELD LEVEL 10SM ANNUITY IS NOT SPONSORED, ENDORSED, SOLD OR PROMOTED BY MSCI INC. ("MSCI"), ANY OF ITS AFFILIATES, ANY OF ITS INFORMATION PROVIDERS OR ANY OTHER THIRD PARTY INVOLVED IN, OR RELATED TO, COMPILING, COMPUTING OR CREATING ANY MSCI INDEX (COLLECTIVELY, THE "MSCI PARTIES"). THE MSCI INDEXES ARE THE EXCLUSIVE PROPERTY OF MSCI. MSCI AND THE MSCI INDEX NAMES ARE SERVICE MARK(S) OF MSCI OR ITS AFFILIATES AND HAVE BEEN LICENSED FOR USE FOR CERTAIN PURPOSES BY AFFILIATES OF BRIGHTHOUSE FINANCIAL, INC. INCLUDING BRIGHTHOUSE SERVICES, LLC AND BRIGHTHOUSE LIFE INSURANCE COMPANY (COLLECTIVELY, "BRIGHTHOUSE FINANCIAL"). NONE OF THE MSCI PARTIES MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO THE ISSUER OR OWNERS OF THIS PRODUCT OR ANY OTHER PERSON OR ENTITY

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REGARDING THE ADVISABILITY OF INVESTING IN PRODUCTS GENERALLY OR IN THIS PRODUCT PARTICULARLY OR THE ABILITY OF ANY MSCI INDEX TO TRACK CORRESPONDING STOCK MARKET PERFORMANCE. MSCI OR ITS AFFILIATES ARE THE LICENSORS OF CERTAIN TRADEMARKS, SERVICE MARKS AND TRADE NAMES AND OF THE MSCI INDEXES WHICH ARE DETERMINED, COMPOSED AND CALCULATED BY MSCI WITHOUT REGARD TO THIS PRODUCT OR THE ISSUER OR OWNERS OF THIS PRODUCT OR ANY OTHER PERSON OR ENTITY. NONE OF THE MSCI PARTIES HAS ANY OBLIGATION TO TAKE THE NEEDS OF THE ISSUER OR OWNERS OF THIS PRODUCT OR ANY OTHER PERSON OR ENTITY INTO CONSIDERATION IN DETERMINING, COMPOSING OR CALCULATING THE MSCI INDEXES. NONE OF THE MSCI PARTIES IS RESPONSIBLE FOR OR HAS PARTICIPATED IN THE DETERMINATION OF THE TIMING OF, PRICES AT, OR QUANTITIES OF THIS PRODUCT TO BE ISSUED OR IN THE DETERMINATION OR CALCULATION OF THE EQUATION BY OR THE CONSIDERATION INTO WHICH THIS PRODUCT IS REDEEMABLE. FURTHER, NONE OF THE MSCI PARTIES HAS ANY OBLIGATION OR LIABILITY TO THE ISSUER OR OWNERS OF THIS PRODUCT OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THE ADMINISTRATION, MARKETING OR OFFERING OF THIS PRODUCT.

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

No purchaser, seller or holder of the Brighthouse Shield Level 10SM Annuity, or any other person or entity, should use or refer to any MSCI trade name, trademark or service mark to sponsor, endorse, market or promote this security without first contacting MSCI to determine whether MSCI's permission is required. Under no circumstances may any person or entity claim any affiliation with MSCI without the prior written permission of MSCI.

APPENDIX B
INDEX SUBSTITUTION INVESTMENT AMOUNT EXAMPLE

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

Initial Account Value:

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

On date of Index Substitution halfway through the Term:

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

Calculation of Investment Amount at Term End Date:

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

Notes to the tables above:

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

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

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

APPENDIX C
STANDARD DEATH BENEFIT EXAMPLE

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

Standard Death Benefit

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

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

Notes to Example

Purchaser is age 60 at issue.

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

APPENDIX D
THE FIXED ACCOUNT

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

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

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

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

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

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

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

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

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

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

Important terms that will help you understand this Appendix D:

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

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

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

APPENDIX E
PREMIUM TAX TABLE

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

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

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

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

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

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

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

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

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

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

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

Legal Fees and Expenses: \$26,490

Printing Expenses: \$7,360

Registration Fee: \$202,825

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS

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

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ITEM 16. EXHIBITS

(A) EXHIBITS

<u>EXHIBIT NUMBER</u>	<u>DESCRIPTION</u>
1(a).	Principal Underwriting and Distribution Agreement between Brighthouse Life Insurance Company and Brighthouse Securities, LLC (effective 3-6-17) (Filed as Exhibit 1(a) with Registration Statement No. 333-216485 on Form S-3 on March 6, 2017 and incorporated herein by reference.)
1(b).	Brighthouse Securities, LLC Sales Agreement (Filed as Exhibit 1(b) with Registration Statement No. 333-216485 on Form S-3 on March 6, 2017 and incorporated herein by reference.)
2.	None.
4(a).	Contract. [L-22494 (09-12)-AV, L-22494 (09-12) base policy, L-22495 (09/12) CS] (Filed herewith.)
4(b).	Fixed Account Rider [L-22496 (09-12)] (Filed as Exhibit 4(b) with Registration Statement No. 333-216485 on Form S-3 on March 6, 2017 and incorporated herein by reference.)
4(c).	Death Benefit Rider - Return of Premium [ICC17-8-ROP] (Filed as Exhibit 4(c) with Registration Statement No. 333-216485 on Form S-3 on March 6, 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. 333-216485 on Form S-3 on March 6, 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. 333-216485 on Form S-3 on March 6, 2017 and incorporated herein by reference.)
4(f).	Individual Retirement Annuity Qualification Rider [L-22499 (09/12)] (Filed as Exhibit 4(f) with Registration Statement No. 333-216485 on Form S-3 on March 6, 2017 and incorporated herein by reference.)
4(g).	Roth Individual Retirement Annuity ("Roth IRA") Endorsement [L-22503 (09/12)]. (Filed as Exhibit 4(g) with Registration Statement No. 333-216485 on Form S-3 on March 6, 2017 and incorporated herein by reference.)
4(h).	Individual Non-Qualified Annuity Endorsement [L-22504 (09/12)]. (Filed as Exhibit 4(h) with Registration Statement No. 333-216485 on Form S-3 on March 6, 2017 and incorporated herein by reference.)
4(i).	Non-Qualified Annuity Endorsement [MLIU-NQ (11/04)-I] (Filed as Exhibit 4(i) with Registration Statement No. 333-216485 on Form S-3 on March 6, 2017 and incorporated herein by reference.)
5.	Opinion re legality. (Filed herewith.)
8.	None.
12.	None.
15.	None.
23.	Consent of Independent Registered Public Accounting Firm. (Filed herewith.)
24.	Powers of Attorney for Eric T. Steigerwalt, Myles J. Lambert, Kieran Mullins, Anant Bhalla, John L. Rosenthal and Lynn A. Dumais. (Filed herewith.)
25.	None.
26.	None.

ITEM 17. UNDERTAKINGS

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

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

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

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

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

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 28, 2017.

BRIGHTHOUSE LIFE INSURANCE COMPANY
(Registrant)

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

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Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on April 28, 2017.

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

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

/s/ Kieran Mullins*
Kieran Mullins Director and Vice President

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

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

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

*By: /s/ Michele H. Abate
Michele H. Abate, Attorney-in-Fact
April 28, 2017

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

INDEX TO EXHIBITS

- 4(a). Contract
- 5. Opinion re legality.
- 23. Consent of Independent Registered Public Accounting Firm.
- 24. Powers of Attorney

Brighthouse Life Insurance Company

(A Stock Company)
1209 Orange Street
Wilmington, DE 19801

NOTICE

To obtain information about your policy or if you need assistance or need help in resolving a complaint, you may call (800)-638-7732.

Brighthouse Life Insurance Company (referred to as "we", "us", "our", and the "Company") will make Income Payments as described in this Contract beginning on the Annuity Date.

This Policy is a legal contract between the policyholder and the Company.

FREE LOOK PROVISION - RIGHT TO CANCEL

This Contract may be returned for any reason within 10 days after you receive it by mailing or delivering the Contract to either us or the agent who sold it. Return of this Contract by mail is effective on being postmarked, properly addressed and postage prepaid. We will promptly refund your Account Value as of the Business Day we receive your Contract. Your Account Value may be more or less than your Purchase Payment.

Signed for the Company.



Secretary



President

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

This Contract contains Shield Options and a Fixed Account. The initial interest rate for the Fixed Account is guaranteed for one year.

NONPARTICIPATING

READ YOUR CONTRACT CAREFULLY.

VALUES AND DETERMINATION OF ANNUITY PAYMENTS PROVIDED BY THIS CONTRACT, WHEN BASED ON THE VALUE OF THE SHIELD OPTION(S), ARE VARIABLE, MAY INCREASE OR DECREASE, AND ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT.

L-22494 (09/12)-AV

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DEFINITIONS

Account Value

Is the total of the value of the Shield Option(s) under this Contract, adjusted for any amounts that may be included by rider during the Accumulation Period. Also referred to as "Contract Value."

Accumulation Period

The period prior to the Annuity Date.

Annuity Service Office

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

Annuitant

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

Annuity Date

A date on which you choose to begin receiving Income Payments. If we agree, you may change the Annuity Date subject to the requirements shown under the Annuity Option Information section on the Contract Schedule. If you do not choose an Annuity Date, the Annuity Date will be the Annuity Date described on the Contract Schedule. Also referred to as "Maturity Date."

Attained Age

The age of any Owner, Beneficiary or Annuitant on his/her last birthday.

Beneficiary

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

Business Day

Any day our Annuity Service Office, shown on the Contract Schedule, is open for business. For purposes of administrative requests and transactions, a Business Day ends at 4:00PM Eastern Standard Time.

Code

The Internal Revenue Code of 1986, as amended.

Company

Brighthouse Life Insurance Company

Contract Anniversary

An anniversary of the Issue Date of this Contract.

Contract Year

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

Income Payments

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

Income Period

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

Investment Amount

The Investment Amount for each Shield Option is the amount that is allocated to the Shield Option. The Investment Amount will be reduced for any withdrawal by the same percentage that the withdrawal reduces the Interim Value attributable to that Shield Option. The Investment Amount is adjusted by the Performance Rate at the end of the Term.

Issue Date

The date this Contract was issued. The Issue Date is shown on the Contract Schedule.

Joint Owner

If there is more than one Owner, each Owner shall be a Joint Owner of the Contract.

Notice

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

Owner

The person(s) entitled to the ownership rights under this Contract. If Joint Owners are named, all references to Owner shall mean Joint Owners. (Referred to as "you", "yours" or "policyholder.")

Purchase Payment

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

GENERAL PROVISIONS

The Contract

The Contract consists of this contract and any attached riders or endorsements. We may require this Contract to be returned to us prior to the payment of any benefit. It is important to review any riders or endorsements. In case of conflict with any other provision of this Contract, the provisions of the Rider or Endorsement will control.

Notwithstanding any provision of this Contract to the contrary, this Contract will be construed and administered in accordance with applicable sections of the Code. To preserve this Contract's status as an annuity and comply with applicable sections of the Code and applicable Treasury Regulations, we may, if necessary amend this Contract. We will notify you of any amendments and, when required by law, we will obtain your approval and the approval of the appropriate regulatory authority.

Non-Participating

This Contract will not share in any distribution by us of Company dividends.

Misstatement of Age or Sex

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

Once Income Payments have begun, any underpayments will be made up in one sum with the next Income Payment or in any other manner agreed to by us. Any overpayments will be deducted first from future Income Payments. No interest will be credited or charged in the event of an underpayment or overpayment.

Protection of Proceeds

The Contract and payments under it will be exempt from the claims of creditors to the extent permitted by law.

Reports

At least once each calendar year we will furnish you with a report showing the Account Value and any other information as may be required by law. We will send you confirmations of certain transactions. Reports and confirmations will be sent to your last known address on our records. You will have 60 days from the date you receive your report or confirmation to inform us of any errors in the report or confirmation, otherwise the report or confirmation will be deemed to be final and correct.

Premium and Other Taxes

We reserve the right to deduct from the Purchase Payment or Account Value any taxes paid by us to any governmental entity relating to this Contract (including without limitation: premium taxes, federal, state and local withholding of income, estate, inheritance and other taxes required by law, and any new or increased state income taxes that may be enacted into law).

We may determine when taxes relate to the Contract, including for example when they have resulted from: receipt by us of the Purchase Payment; commencement of Income Payments, payment of death benefits; or partial and full withdrawals; and any new or increased taxes which become effective that are imposed on us and which relate to the Purchase Payment, or interest earnings.

We may pay taxes when due and make a deduction from the Account Value at a later date. Payment at an earlier date does not waive any right we may have to deduct amounts at a later date.

Evidence of Survival

We may require proof that any person(s) on whose life Income Payments are based is alive. We reserve the right to discontinue Income Payments until satisfactory proof is received.

Modification of Contract

This Contract may be changed by us in order to maintain compliance with applicable state and federal law. This Contract may be changed or altered only in writing signed by our President, Vice-President, or Secretary.

Deferral of Payments

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

Suspension of Payments or Transfers

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

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

ANNUITANT, OWNERSHIP, ASSIGNMENT PROVISIONS

Owner

You, as the Owner, have all the interest and rights under this Contract. The Owner is the person designated as such on the Issue Date, unless changed.

You may change the Owner at any time. Any change of Owner is subject to our underwriting requirements in effect at the time of the request. A change of Owner will automatically revoke any prior designation of Owner. A request for change must be:

1. by Notice; and
2. received by us at the Annuity Service Office.

The change will become effective as of the date the Notice is signed by you. A new designation of Owner will not apply to any payment made or action taken by us prior to the time the new designation was recorded at our Annuity Service Office.

Joint Owner

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

Annuitant

The Annuitant is the person designated by you, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the contract. Unless the Contract is owned by a non-natural person, you may change the Annuitant at any time prior to an Annuity Date. Any change of Annuitant is subject to our underwriting rules in effect at the time of the request.

Assignment

This Contract may not be assigned without our consent in writing and is subject to our underwriting requirements. You may not assign your rights under this Contract after the start of Income Payments. In certain tax markets assignment of this Contract is prohibited by the Internal Revenue Code. If your contract is assigned absolutely, we will treat it as a change of ownership and all rights will be transferred. We are not bound by any assignment request unless it is in writing. We are not responsible for the validity of any assignment. Assignments, unless otherwise specified by the Owner, shall

take effect on the date the notice of assignment is signed, subject to any payments made or actions taken by us before a signed copy of the assignment form is received by us at our Annuity Service Office.

BENEFICIARY PROVISIONS

Beneficiary

The Beneficiary is the person(s) named on the Contract Schedule or the surviving Joint Owner, unless changed. Unless you provide otherwise, the death benefit will be paid to or in equal shares as follows:

1. to the primary Beneficiary(ies) who survive you (or who survive the Annuitant if the Owner is a non-natural person); or if there are none, then
2. to the contingent Beneficiary(ies) who survive you (or who survive the Annuitant if the Owner is a non-natural person); or if there are none, then
3. to your estate.

Change of Beneficiary

Subject to the rights, including the written consent, of any irrevocable Beneficiary and any applicable laws or regulations, you may change the primary Beneficiary or contingent Beneficiary. A change may be made by filing a Notice with us. The change will take effect as of the date the Notice is signed, but we will not be liable for any payment made or action taken before we have recorded the change.

PURCHASE PAYMENT PROVISIONS

Separate Account

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

We will maintain in the Separate Account assets with an aggregate value at least equal to the Contract reserves.

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

Shield Options

On the Issue Date, you may allocate your Purchase Payment to one or more of the available Shield Options listed on the Contract Schedule. At the end of each Term, you may transfer the Account Value attributable to the Shield Option(s) to one or more of the available Shield Options subject to the Transfer Requirements shown on the Contract Schedule and the Renewal Provisions.

Each Shield Option has an associated Index, Term, Shield Rate, and either a Cap Rate or a Step Rate as defined below.

Term

The initial Term(s) begin on the Issue Date. A Term ends and a subsequent Term begins, on the Contract Anniversary coinciding with the term duration of the then current Term for that Shield Option.

Index

There is a specific Index associated with each Shield Option. The Index is the price index of certain securities, excluding dividends, or commodities.

Index Value

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

Index Performance

Index Performance is the percentage change in an Index Value measured from the beginning of a Term to any day, including the last day, within the Term. Index Performance can be positive, negative, or zero.

Shield Rate

The Shield Rate is the amount of any negative Index Performance that is absorbed by us at the end of the Term. Any negative Index Performance beyond the Shield Rate will reduce the Investment Amount. For example, a -15% Index Performance with a 10% Shield Rate will result in a -5% Performance Rate; or, a -10% Index Performance with a 25% Shield Rate will result in a 0% Performance Rate.

The Shield Rate may vary between Shield Options, and it is not an annual rate.

Cap Rate

The Cap Rate is the maximum rate that may be credited at the end of a Term based on Index Performance. A new Cap Rate is declared for each subsequent Term, and such rate will not be less than the Minimum Guaranteed Cap Rate on the Contract Schedule.

The Cap Rate may vary between Shield Options, and it is not an annual rate.

Step Rate

The Step Rate is the rate credited at the end of a Term if the Index Performance is greater than or equal to zero. A new Step Rate is declared for each subsequent Term, and such rate will not be less than the Minimum Guaranteed Step Rate on the Contract Schedule.

The Step Rate may vary between Shield Options, and it is not an annual rate.

RENEWAL PROVISIONS

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

Discontinuation or Substantial Change to an Index

If any Index is discontinued or, we determine that our use of such Index should be discontinued, or if the calculation of an Index is substantially changed, we may substitute a comparable index. We will send you a notice in writing before any such substitution is made. Upon substitution of an Index, we will calculate your Index Performance on the existing Index up until the date of substitution and the new Index from the date of substitution to the end of the Term. A substitute Index will not change the Shield Rate, Cap Rate or Step Rate for an existing Shield Option.

Addition or Discontinuance of a Shield Option

We can add or discontinue any Shield Option. When a change is made to the Shield Options or Indices referenced on the Contract Schedule or as changed subsequent to the Issue Date, we will send notification to you which will describe any changes to the Shield Options then available under the Contract as required by law. This change will take effect upon your Contract as of the next Contract Anniversary for any allowable transfers into the Shield Option(s). If you are currently invested in a Shield Option which is no longer available, you will remain in that Shield Option until the end of the Term, but that Shield Option will not be available thereafter.

ACCOUNT VALUE PROVISIONS

The Account Value attributable to each Shield Option is as determined below and will be the Interim Value on any day during the Term and the Investment Amount as adjusted for the Performance Rate at the end of the Term as defined below subject to any fees as outlined in the Contract Schedule or via any riders or endorsements.

Charges and Fees

We will deduct charges and fees from your Account Value as described on the Contract Schedule (or any applicable riders or endorsements).

Performance Rate

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

Term.

The Performance Rate is determined as follows:

Shield 100 Option with a Cap Rate:

If Index Performance is equal to or less than zero, then the Performance Rate will be zero.

If Index Performance is greater than zero and less than the Cap Rate, then the Performance Rate will equal the Index Performance.

If the Index Performance is greater than zero and equals or exceeds the Cap Rate, then the Performance Rate will equal the Cap Rate.

Shield 100 Option with a Step Rate:

If Index Performance is less than zero then the Performance Rate will equal zero.

If Index Performance is equal to or greater than zero, the Performance Rate will equal the Step Rate.

Other Shield Options with a Cap Rate:

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

If Index Performance is greater than zero and less than the Cap Rate, then the Performance Rate will equal the Index Performance.

If Index Performance is greater than zero and equals or exceeds the Cap Rate, then the Performance Rate will equal the Cap Rate.

Other Shield Options with a Step Rate:

If Index Performance is less than zero, then the Performance Rate will equal the lesser of zero or the Index Performance increased by the Shield Rate. (For example: a -15% Index Performance with a 10% Shield Rate will result in a -5% Performance Rate.) The Performance Rate can never be greater than zero if the Index Performance is negative.

If Index Performance is equal to or greater than zero, the Performance Rate will equal the Step Rate.

Interim Value

The Interim Value for each Shield Option is the value we assign on any Business Day prior to the end of the Term. During the Transfer Period set forth in the Contract Schedule, the Interim Value of each Shield Option will equal the Investment Amount in that Shield Option. After the Transfer Period, the Interim Value of that Shield Option is equal to the Investment Amount in the Shield Option, adjusted for the Index Performance of the associated Index and subject to the applicable Accrued Shield Rate, Accrued Cap Rate, or Accrued Step Rate, as defined below.

On the date of a withdrawal from the Shield Option(s), your Interim Value will be reduced by the amount withdrawn.

Accrued Shield Rate

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

Accrued Cap Rate

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

Accrued Step Rate

The Accrued Step Rate is the portion of the Step Rate that has accrued from the beginning of a Term 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 end of the Term if Index Performance is equal to or greater than zero. The Accrued Step Rate is equal to the Step Rate multiplied by the number of days elapsed since the beginning of the Term divided by the total number of days in the Term.

Performance Rate for Determination of Interim Value

Except as indicated on the Contract Schedule, the Performance Rate during a particular Term is the Index Performance, adjusted for the applicable Accrued Shield Rate, Accrued Cap Rate, or Accrued Step Rate.

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

The following are hypothetical examples that show the determination of the Interim Value when the Index Performance is greater than zero and less than zero. These hypothetical examples are rounded for illustrative purposes:

Example #1 – Index Performance is positive – Interim Value calculated 306 days into a Term of 3 Years.

Issue Date	March 1, 2013
Investment Amount	\$100,000
Shield Option	XYZ 10
Term	3 Years
Shield Rate	10%
Cap Rate	25%
Index Value at Beginning of Term	1000
Number of Days in Term	1095 (3 X 365 = 1095)
Index Value at close of Business Day on January 1, 2014	1100
Index Performance	10%
Accrued Days	306

The Accrued Cap Rate as of January 1, 2014 is 6.986% 306 days into the 3 year term ($25\% \times (306/1095)$). The Index Performance is calculated at 10% ($1100/1000 - 1$). Since the Index Performance is positive, the Interim Value is then determined by multiplying the Investment Amount by the lesser of the Index Performance or the Accrued Cap Rate and adding that amount to the Investment Amount. As of the close of the Business Day January 1, 2014, the Interim Value is \$106,986 ($\$100,000 + \$100,000 \times 6.986\%$).

Example #2 – Index Performance is negative– Interim Value calculated 306 days into a Term of 3 Years.

Issue Date	March 1, 2013
Investment Amount	\$100,000
Shield Option	XYZ 10
Term	3 Years
Shield Rate	10%
Cap Rate	25%
Index Value at Beginning of Term	1000
Number of Days in Term	1095 (3 X 365 = 1095)
Index Value at close of Business Day on January 1, 2014	950
Index Performance	-5%
Accrued Days	306

The Accrued Shield Rate as of January 1, 2014 is 2.795% 306 days into the 3 year term ($10\% \times (306/1095)$). The Index Performance is calculated at -5% ($950/1000 - 1$). Since the Index Performance is negative, the Interim Value is then determined by multiplying the Investment Amount by the Index Performance plus the Accrued Shield Rate ($-5\% + 2.795\% = -2.205\%$) and adding that amount to the Investment Amount. As of the close of Business Day January 1, 2014, the Interim Value is \$97,795 ($\$100,000 + \$100,000 \times -2.205\%$).

WITHDRAWAL PROVISIONS

Withdrawals

Prior to the Annuity Date, you may, upon Notice to us, request a full or a partial withdrawal and we will withdraw that amount from the Account Value ("the amount withdrawn"). A withdrawal will result in a reduction to each Shield Option in the ratio that each Shield Option bears to the total Account Value, as determined under the Account Value Provisions above, unless otherwise directed by you. The amount payable to you will be a net amount equal to the amount withdrawn adjusted for any applicable Withdrawal Charge and any other fees shown on the Contract Schedule, Premium and Other Taxes, and any other rider and endorsement fees.

The total amount withdrawn from the Account Value must not be less than the Minimum Partial Withdrawal amount shown on the Contract Schedule. If the withdrawal would result in the remaining Account Value being less than the Minimum Account Value shown on the Contract Schedule, we will treat the withdrawal request as a request for a full withdrawal.

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

- (a) is the amount withdrawn from the Account Value, and
- (b) is the Withdrawal Charge and other fees, if any, as described on the Contract Schedule, and
- (c) is the Premium and Other Taxes, if any, and
- (d) is the rider and endorsement fees, if any.

The amount withdrawn will reduce the Investment Amount, as defined in the Definitions section, for each Shield Option by the percentage reduction in the Interim Value of such Shield Option.

DEATH BENEFIT PROVISIONS

Death of Owner During the Accumulation Period

During the Accumulation Period, the death benefit will be paid to your Beneficiary(ies) upon your death, or the first death of a Joint Owner. If the Contract is owned by a non-natural person, the Annuitant will be deemed the Owner for purposes of determining the death benefit. If there are Joint Owners, the age of the oldest will be used to determine the death benefit where applicable.

Death Benefit Amount During the Accumulation Period

The "Death Benefit Amount" is the Account Value, as defined under the Account Value Provisions above, determined as of the end of the Business Day on which we have received Notice of both due proof of death and the first acceptable election for the payment method.

Death Benefit Options During the Accumulation Period

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

Option 1 - lump sum payment of the death benefit; or

Option 2 - the payment of the entire death benefit within five years of the date of death of the Owner or the first Joint Owner to die; or

Option 3 - payment of the death benefit under an Annuity Option or other periodic payment option acceptable to us in substantially equal periodic payments (made at least annually) over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of death of the Owner or the first Joint Owner to die.

Any portion of the death benefit not applied under Option 3 within one (1) year of the date of the Owner's or Joint Owner's death must be distributed within five years of the date of death.

Beneficiary Continuation Options During Accumulation Period

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

qualifies for Non-Spousal Beneficiary Continuation and has not chosen one of the death benefit options above by the end of the 90 day period, the Non-Spousal Beneficiary Continuation Option will be automatically applied on the 90th day.

Spousal Continuation During Accumulation Period

If the Owner dies during the Accumulation Period and the Beneficiary is his or her spouse, the spouse may choose to continue the Contract in his or her own name and exercise all the Owner's rights under the Contract. The Death Benefit Amount under the continued contract payable upon the continuing spouse's death will be computed as described above in the Death Benefit Amount During the Accumulation Period section.

Non-Spousal Beneficiary Continuation During Accumulation Period

A Beneficiary who is not a spouse can choose to continue the Contract until the fifth anniversary of the Owner's death. The Contract can be continued by a Beneficiary only if his or her share of the death benefit is at least equal to our published minimum for this right. If the Beneficiary continues the Contract under this provision his or her share will not be paid. It will instead be continued in the Contract on the date we determine the Death Benefit Amount. Such Beneficiary will have the right to make partial and full withdrawals of his/her share of the Contract, not subject to Withdrawal Charges. Such Beneficiary will also have the right to make transfers at the end of a Term as described on the Contract Schedule.

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

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

Death of Annuitant During Income Period

Upon the death of the Annuitant during the Income Period, the death benefit, if any, will be as specified in the Annuity Option chosen. Death benefits will be paid at least as rapidly as under the method of distribution in effect at the Annuitant's death.

Death of Owner During the Income Period

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

Death of Annuitant During Accumulation Period

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

Payment of Death Benefit

We will require Notice of both due proof of death and an acceptable election for the payment method before any death benefit is paid. Our obligations are subject to all payments made and actions taken by us before our receipt of Notice of due proof of death.

Any death benefit will be paid in accordance with applicable law or regulations governing death benefit payments.

ANNUITY PROVISIONS

Election of Annuity Option

The Annuity Option is chosen by you or your Beneficiary in a form satisfactory to us. We will automatically send you information about Annuity Options before your Annuity Date. If you do not choose an Annuity Option, make a full withdrawal by the Annuity Date, or ask us to continue the Contract by the Annuity Date, we will automatically pay you under Option 2: Life Annuity with Ten (10) Years of Income Payments Guaranteed. You can make, change, or revoke your Annuity Option choice before the death benefit becomes payable or the Annuity Date, whichever occurs first.

Annuity Options

You may choose to receive Income Payments monthly, quarterly, semi-annually or annually. The following Annuity Options, or any other options acceptable to you and us, may be chosen:

Option 1: Life Annuity

Income Payments that are paid as long as the Annuitant is living.

Option 2: Life Annuity with 10 Years of Income Payments Guaranteed

Income Payments that continue as long as the Annuitant is living but are guaranteed to be paid for ten years.

Option 3: Joint and Last Survivor Life Annuity

Income Payments that are paid as long as either of two Annuitants is living.

Option 4: Joint and Last Survivor Annuity with 10 Years of Income Payments Guaranteed

Income Payments that continue as long as either of the two Annuitants are living but are guaranteed to be paid for ten years.

If, as of the Annuity Date, the then current Annuity rates applicable to this class of contracts provide an Income Payment greater than the one guaranteed under this Contract for the same Annuity Option, then the greater payment will be made.

Income Payments

Income Payments are based upon the Annuity Option chosen, the Account Value, as defined under the Account Value Provisions above, applied to the Annuity Option, the Annuitant's Attained Age and sex, and the appropriate Fixed Annuity Table. These payments will be reduced by any applicable charges and fees as described in the Contract Schedule.

Frequency and Amount of Income Payments

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

Basis of Payments

The Annuity Tables are based on the tables defined under the Annuity Option Information described in the Contract Schedule. The amount of each Income Payment is guaranteed by us.

[FIXED ANNUITY TABLES]

AMOUNT OF MONTHLY INCOME PAYMENT

PER \$1000 OF Account Value

Annuitant Only

Option 1: Life Annuity

Option 2: Life Annuity with 10
Years of Income Payments Guaranteed

Attained Age of Annuitant	Male	Female
55	2.74	2.59
60	3.07	2.89
65	3.50	3.27
70	4.07	3.77
75	4.84	4.45
80	5.93	5.42
85	7.50	6.86

Attained Age of Annuitant	Male	Female
55	2.73	2.59
60	3.05	2.88
65	3.46	3.24
70	3.99	3.72
75	4.66	4.34
80	5.50	5.16
85	6.45	6.16

Option 3: Joint and Last Survivor Life Annuity

Age of Female Annuitant

Attained age of Male Annuitant	10 Years Younger	5 Years Younger	Same Age	5 Years Older	10 Years Older
55	2.09	2.21	2.34	2.45	2.54
60	2.26	2.42	2.57	2.71	2.82
65	2.48	2.67	2.86	3.04	3.19
70	2.75	3.00	3.25	3.49	3.69
75	3.10	3.42	3.77	4.09	4.37
80	3.55	4.00	4.48	4.95	5.33
85	4.18	4.82	5.51	6.17	6.69

Option 4: Joint and Last Survivor Annuity with 10 Years of Income Payments Guaranteed

Age of Female Annuitant

Attained age of Male Annuitant	10 Years Younger	5 Years Younger	Same Age	5 Years Older	10 Years Older
55	2.09	2.21	2.34	2.45	2.54
60	2.26	2.42	2.57	2.71	2.82
65	2.48	2.67	2.86	3.04	3.19
70	2.75	2.99	3.25	3.48	3.68
75	3.09	3.42	3.76	4.08	4.34
80	3.55	3.99	4.45	4.88	5.19
85	4.15	4.76	5.38	5.89	6.22

Monthly installments for ages not shown will be furnished on request]

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SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

NONPARTICIPATING

NO DIVIDENDS

BRIGHTHOUSE LIFE INSURANCE COMPANY

(A Stock Company)

1209 Orange Street

Wilmington, DE 19801

L-22494 (09/12)

CONTRACT SCHEDULE

OWNER: John Doe
JOINT OWNER: Jane Doe
ANNUITANT: John Doe
CONTRACT NUMBER: 12345678
PLAN TYPE: Non-Qualified

SEX: M **AGE AT ISSUE:** 35
SEX: F **AGE AT ISSUE:** 35
SEX: M **AGE AT ISSUE:** 35
ISSUE DATE: February 15, 2013
ANNUITY DATE: February 15, 2068

SINGLE PURCHASE PAYMENT: \$25,000.00

SHIELD OPTIONS

SEPARATE ACCOUNT: Brighthouse Separate Account SA

Shield Options and Indices by Term Available at Issue:

Each Shield Option will have an associated Cap Rate or a Step Rate.

Shield Options		
Term	Index	Minimum Guaranteed Cap/Step Rate
1 Year Term	Shield 10	
	S&P 500® Index ¹	2%
	S&P 500® Index Step Rate	1.5%
	Russell 2000® Index ²	2%
	Russell 2000® Index Step Rate	1.5%
	MSCI EAFE Index ³	2%
	MSCI EAFE Index Step Rate	1.5%

Index-linked returns do not include the portion of returns generated by dividends; and the elements used in determining the credited rate from the index are not guaranteed and can be changed by the Company, subject to any contract guarantees, and any such changes can affect the return.

FIXED ACCOUNT

Minimum Guaranteed Interest Rate: 1.00% annually

Interest Rate Term: 1 year

Minimum Allocation: \$500

TRANSFER REQUIREMENTS:

TRANSFER PERIOD:

The 5 Calendar Days following the Contract Anniversary coinciding with the end of the Term for each applicable Shield Option and/or the end of the Interest Rate Term for the Fixed Account.

TRANSFERS:

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

L-22495 (09/12)

At the end of the Term, the Investment Amount will automatically be renewed into the same Shield Option unless you elect to transfer into a different Shield Option or the Fixed Account Option at that time. If the Shield Option is no longer available at the end of the existing Term, these amounts will automatically transfer into the Fixed Account at the end of the Term unless otherwise directed by You. If the Fixed Account is not available, these amounts will automatically transfer into the Shield Option with, in order of priority, the shortest Term, the highest Shield Rate, and the lowest Cap Rate from the Shield Options available at the end of the Term unless otherwise directed by You.

At the end of the Interest Rate Term, the Fixed Account Value will automatically be renewed into the Fixed Account unless you elect to transfer into a Shield Option at that time. If the Fixed Account is no longer available at the end of the existing Fixed Account Term, these amounts will automatically transfer into the Shield Option with, in order of priority, the shortest Term, the highest Shield Rate, and the lowest Cap Rate from the Shield Options available at the end of the Interest Rate Term unless otherwise directed by You.

BENEFICIARY: As designated by you as of the Issue Date unless changed in accordance with the Contract provisions.

WITHDRAWALS:

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

Withdrawal Charge: The Withdrawal Charge is a percentage of the amount withdrawn from the Account Value in a Contract Year in excess of the Free Withdrawal Amount. The Withdrawal Charge is calculated at the time of each withdrawal using the appropriate withdrawal charge percentage from the following schedule:

WITHDRAWAL CHARGE PERCENTAGES

Number of Complete Contract Years Since Issue Date	% Charge
0	7%
1	7%
2	6%
3	5%
4	4%
5	3%
6 or more	0%

In addition to any waiver of Withdrawal Charges set forth in the Contract or Rider(s), no Withdrawal Charge will be deducted from the Account Value in the event of:

1. Maturity of the Contract; or
2. Payment of the Death Benefit; or
3. Application of your Account Value to an Annuity Option; or
4. If the withdrawal is required for you to avoid Federal Income Tax penalties or to satisfy Federal Income Tax rules concerning minimum distribution requirements that apply to this annuity (except for RMDs on a decedent Roth IRA.) For purposes of this exception, we assume that this annuity is the only contract or funding vehicle from which distributions are required to be taken, and we will ignore all other Account Values; or
5. If you properly "re-characterize" as permitted under Federal Tax Law your traditional IRA deferred annuity or Roth IRA deferred annuity issued by us; or
6. If we agree in writing that none will apply. For example, we may waive the Withdrawal Charge if you directly transfer the amount withdrawn to a funding vehicle pre-approved by us.

Minimum Partial Withdrawal: \$500.00

Minimum Account Value which must remain in the Contract after a Partial Withdrawal: \$2,000.00

ANNUITY OPTION INFORMATION:

L-22495 (09/12)

-
1. The Annuity Date must be the first day of a calendar month. Unless otherwise directed by you, the Annuity Date is the first day of the calendar month following the Annuitant's 90th birthday or 10 years from the Issue Date, whichever is later, or a later date if we agree.
 2. The Annuity Date must not be less than 13 months from the Issue Date.
 3. For Income Payments, the Fixed Annuity Tables are based on the Annuity 2000 Mortality Table with 15 years of mortality improvement based upon projection Scale AA, a 7 year age setback and interest at 1.00%.

ANNUITY SERVICE OFFICE:

Brighthouse Life Insurance Company
P.O. Box 10366
Des Moines, IA 50306-0366
(866) 414-3259

L-22495 (09/12)

ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:

Fixed Account Rider

Death Benefit Rider – Return of Premium

Waiver of Withdrawal Charge for Nursing Home Confinement Rider

Waiver of Withdrawal Charge for Terminal Illness Rider

Individual Retirement Annuity Qualification Rider

Roth Individual Retirement Annuity ("Roth IRA") Endorsement

Individual Non-Qualified Annuity Endorsement

L-22495 (09/12)

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L-22495 (09/12)



Nancy H. Badeer

VP & Associate General Counsel
The Law Group
285 Madison Avenue
New York, NY 10017
T: 212-578-6810 F: 212-251-1566

April 28, 2017

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

Re: Opinion of Counsel
Pre-Effective Amendment No. 1 to the Registration Statement on Form S-3
Brighthouse Life Insurance Company
File No. 333-216485
Brighthouse Shield Level 10/SM/ Annuity

Ladies and Gentlemen:

I am an Associate General Counsel to the Law Group and provide legal counsel to Brighthouse Life Insurance Company. This opinion is furnished in connection with the proposed offering of a certain single premium deferred index-linked annuity contract (the "Contract") issued by Brighthouse Life Insurance Company ("Company") under Pre-Effective Amendment No. 1 to Registration Statement on Form S-3, File No. 333-216485, filed on April 28, 2017 (the "Registration Statement") and described therein, filed by the Company under the Securities Act of 1933, as amended.

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

I am of the following opinions:

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

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

Sincerely,

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

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Pre-Effective Amendment No. 1 to Registration Statement No. 333-216485 on Form S-3 of our report dated March 28, 2017, relating to the consolidated financial statements and financial statement schedules of Brighthouse Life Insurance Company (formerly MetLife Insurance Company USA) and subsidiaries (the “Company”), appearing in the Annual Report on Form 10-K of the Company for the year ended December 31, 2016, and to the reference to us as Experts under the heading “Independent Registered Public Accounting Firm” in the Prospectus, which is part of such Registration Statement.

/s/ DELOITTE & TOUCHE LLP

New York, New York

April 28, 2017

Brighthouse Life Insurance Company

POWER OF ATTORNEY

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

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

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

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- 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,

New variable annuities such as:

- Brighthouse Prime Options
- Brighthouse Growth and Income
- Brighthouse Accumulation Annuity
- Brighthouse Investment Portfolio Architect,

And pertaining to:

Brighthouse Shield FocusSM Annuity
Brighthouse Shield Level SelectorSM Annuity
Brighthouse Shield Level SelectorSM 3-Year Annuity

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

And new annuities such as:

Brighthouse Shield Annuity
Brighthouse Shield 3-year Annuity,

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

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of April, 2017.

/s/ Eric T. Steigerwalt

Eric T. Steigerwalt

Brighthouse Life Insurance Company

POWER OF ATTORNEY

Anant Bhalla
Director, Vice President and Chief Financial Officer

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

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 - File No. 333-152189 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
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 - 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
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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,

New variable annuities such as:

- Brighthouse Prime Options
- Brighthouse Growth and Income
- Brighthouse Accumulation Annuity
- Brighthouse Investment Portfolio Architect,

And pertaining to:

Brighthouse Shield FocusSM Annuity
Brighthouse Shield Level SelectorSM Annuity
Brighthouse Shield Level SelectorSM 3-Year Annuity

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

And new annuities such as:

Brighthouse Shield Annuity
Brighthouse Shield 3-year Annuity,

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

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of April, 2017.

/s/ Anant Bhalla

Anant Bhalla

Brighthouse Life Insurance Company

POWER OF ATTORNEY

Lynn A. Dumais
Vice President and Chief Accounting Officer

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

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 - File No. 333-152216 Portfolio Architect Life
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 - File No. 333-71349 Corporate Owned VUL Series 1
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 - File No. 333-200261 Series C (offered between September 4, 2001 and October 7, 2011)

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- 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)
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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
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 - File No. 333-200258 COVA VA SPDA
 - File No. 333-200260 COVA Series A
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 - File No. 333-200264 Navigator-Select/Custom-Select/Russell-Select (CA)
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 - 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,

New variable annuities such as:

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- Brighthouse Accumulation Annuity
- Brighthouse Investment Portfolio Architect,

And pertaining to:

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Brighthouse Shield Level SelectorSM Annuity
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T Mark Fixed Annuity
Fixed Annuity (aka Strategic Value)
Registered Fixed Account Option
Retirement Account Liquidity Benefit Annuity
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And new annuities such as:

Brighthouse Shield Annuity
Brighthouse Shield 3-year Annuity,

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

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of April, 2017.

/s/ Lynn A. Dumais

Lynn A. Dumais

Brighthouse Life Insurance Company

POWER OF ATTORNEY

Myles J. Lambert
Director and Vice President

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

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 - File No. 333-71349 Corporate Owned VUL Series 1
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 - File No. 333-105335 Corporate Select Policy
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Brighthouse Shield 3-year Annuity,

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

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of April, 2017.

/s/ Myles J. Lambert

Myles J. Lambert

Brighthouse Life Insurance Company

POWER OF ATTORNEY

Kieran Mullins
Director and Vice President

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

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 - File No. 333-200240 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)

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- 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,

New variable annuities such as:

- Brighthouse Prime Options
- Brighthouse Growth and Income
- Brighthouse Accumulation Annuity
- Brighthouse Investment Portfolio Architect,

And pertaining to:

Brighthouse Shield FocusSM Annuity
Brighthouse Shield Level SelectorSM Annuity
Brighthouse Shield Level SelectorSM 3-Year Annuity

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

And new annuities such as:

Brighthouse Shield Annuity
Brighthouse Shield 3-year Annuity,

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

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of April, 2017.

/s/ Kieran Mullins

Kieran Mullins

Brighthouse Life Insurance Company

POWER OF ATTORNEY

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

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

- Brighthouse Fund UL for Variable Life Insurance (811-03927)
 - File No. 002-88637 MarketLifeSM and Invest
 - File No. 333-152219 MarketLifeSM
 - File No. 333-56952 Brighthouse Variable Survivorship Life II
 - File No. 333-69771 Brighthouse Variable Survivorship Life
 - File No. 333-96515 Brighthouse Variable Life Accumulator and Brighthouse Variable Life Accumulator- Series 2
 - File No. 333-96519 Brighthouse Variable Life
 - File No. 333-113109 Brighthouse Variable Life Accumulator- Series 3
 - File No. 333-152216 Portfolio Architect Life
 - File No. 333-152217 VintageLife,
- Brighthouse Fund UL III for Variable Life Insurance (811-09215)
 - File No. 333-71349 Corporate Owned VUL Series 1
 - File No. 333-94779 Corporate Owned VUL 2000 and Corporate Owned VUL III
 - File No. 333-105335 Corporate Select Policy
 - File No. 333-113533 Corporate Owned VUL IV,
- Brighthouse Separate Account A (811-03365)
 - File No. 333-200231 Series VA (offered on and after October 7, 2011)
 - File No. 333-200232 Series S (offered on and after October 7, 2011) and Series S-L Share Option (offered on and after October 7, 2011)
 - File No. 333-200233 Series VA- 4 (offered on and after October 7, 2011)
 - File No. 333-200234 Series O (offered between April 30, 2012 and July 19, 2015)
 - File No. 333-200236 Series L- 4 Year (offered on and after April 29, 2013)
 - File No. 333-200237 PrimElite IV
 - File No. 333-200238 Marquis Portfolios (offered on and after April 30, 2012)
 - File No. 333-200239 Brighthouse Growth and Income
 - File No. 333-200240 Group Flexible Payment Variable Annuity
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 - File No. 333-200243 PrimElite III
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File No. 333-200278 Group VA SF 234 (Texas)
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File No. 333-200281 Flexible Value SF 230
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- Brighthouse Separate Account QPN for Variable Annuities
 - File No. 333-156867 Unallocated Group Variable Annuity
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 - File No. 333-200255 COVA VA, Firststar Summit VA, Premier Advisor VA, Destiny Select VA, Prevail VA
 - File No. 333-200258 COVA VA SPDA
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 - File No. 333-200262 Navigator-Select/Custom-Select/Russell-Select
 - File No. 333-200264 Navigator-Select/Custom-Select/Russell-Select (CA)
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 - File No. 333-200267 COVA Series A (CA)
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- Brighthouse Variable Life Account One (811-07971)
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 - File No. 333-200251 Custom Select and Russell Select Variable Life
 - File No. 333-200254 Modified Single Premium Variable Life (CA)
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New variable annuities such as:

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Brighthouse Shield Level SelectorSM 3-Year Annuity

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Fixed Annuity (aka Strategic Value)
Registered Fixed Account Option
Retirement Account Liquidity Benefit Annuity
Target Maturity,

And new annuities such as:

Brighthouse Shield Annuity
Brighthouse Shield 3-year Annuity,

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

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of April, 2017.

/s/ John L. Rosenthal

John L. Rosenthal