



Administrative Services Agreement

To be signed by Plan Sponsor

Hartford Life
Hartford Life Insurance Company
P.O. Box 1583
Hartford, CT 06144-1583

1.0 Agreement

1.1 This Administrative Services Agreement (hereinafter the "Agreement") is made and entered into by and between the Plan Sponsor and Hartford Life Insurance Company, a Connecticut corporation (hereinafter "Hartford Life"). It is hereby represented by the Plan Sponsor that the Plan Sponsor has authority to act for the Plan and to contract for services on behalf of the Plan.

1.2 The purpose of this Agreement is to facilitate the maintenance of Individual Accounts and the administration of the Plan with respect to those Investment Options offered by Hartford Life and authorized by the Plan Sponsor as it pertains to accounting for contributions, benefit payments, the withholding of taxes from such benefit payments, and the proper reporting to Participants, annuitants, and governmental agencies. The Plan Sponsor represents that during the term of this Agreement, and with respect to the services to be provided by Hartford Life under this Agreement, that Hartford Life shall be the exclusive provider of such services to the Plan.

1.3 Unless expressly provided otherwise, the services rendered by Hartford Life pursuant to this Agreement shall be performed at no additional cost to the Plan Sponsor. Upon the request of the Plan Sponsor, Hartford Life will make a reasonable attempt to secure appropriate services, other than those provided under this Agreement, from other sources with any and all agreed upon fees charged back to the Plan Sponsor.

2.0 Definitions

2.1 As used herein, the following words and phrases have the meanings set forth as in this Section, unless this Agreement expressly provides otherwise:

"Code" means the Internal Revenue Code of 1986, as amended, including any regulations or rulings thereunder;

"Employer" means NASSAU Co POLICE;

"Individual Account" means that portion of the Plan's assets in an Investment Arrangement which is held for the benefit of a Participant pursuant to the terms of the Plan;

"Investment Arrangement" means the arrangement(s) between the Plan Sponsor or Trustee and Hartford Life to fund the Plan;

"Investment Option" means any investment provided under one or more Investment Arrangements;

"Participant" means an employee (or former employee) of the Plan Sponsor participating in the Plan and for whom an account under the Plan is maintained;

"Plan" means Board of County Commissioners of Nassau County, FL, a plan established and maintained in accordance with the provisions of Code Section 457;

"Plan Sponsor" means the Employer and its designated representative;

"Plan Sponsor Contact" means

Name and/or Title Ms. Cheri Pope
P.O. Box 4000
Address 191 NASSAU PLACE
City, State, Zip SENAWANDA BEACH FL 32035;

"Trust" means the trust and custodial accounts maintained by the Trustee under the Plan's trust agreement;

"Trustee" means the trustee(s) named in the Plan's trust agreement, if any.

3.0 Participant Individual Account Services

3.1 Hartford Life will establish an Individual Account for each Participant, beneficiary, or alternate payee under a Plan approved domestic relations order. For each such account, Hartford Life will record and maintain the following information:

- (a) name;
- (b) social security number;
- (c) mailing address;
- (d) date of birth;
- (e) current investment allocation direction;
- (f) contributions allocated and invested;
- (g) investment transfers;
- (h) benefit payments.

To establish an Individual Account for an employee, the Plan Sponsor, after determining such employee's eligibility under the Plan, must provide Hartford Life with an application. To establish an Individual Account for an alternate payee, Hartford Life must be provided: a copy of the court approved domestic relations order; a letter from the Plan Sponsor approving the establishment of the Individual Account which shall include specific instructions on the disposition of the amount in question and the investment rights of the alternate payee under the Plan; and an application for the alternate payee. To establish an Individual Account for a beneficiary, Hartford Life must be provided a certified copy of the death certificate of the Participant and an application for the beneficiary.

3.2 Hartford Life will provide a toll free telephone service, or voice response unit (VRU), that enables each Plan Participant to perform certain functions which include, but are not limited to:

- a) redirecting the investment of future contributions among the Investment Options;
- b) transferring amounts held in the Participant's Individual Account among the Investment Options;
- c) obtaining the Participant's Individual Account balance in total and on an investment fund basis for the previous valuation day; and
- d) obtaining the accumulation unit value/price for the previous valuation day for each of the Investment Options.

Hartford Life will provide customer representatives to support the utilization of the VRU during normal business hours. Hartford Life may also provide these enumerated services and features through an Internet site(s) available to Plan Participants. Hartford Life will record all activity of the VRU and Internet site(s) in accordance with generally accepted record retention practices. Hartford Life will operate its VRU and Internet services in accordance with reasonable provisions to ensure the security of such services. The VRU and Internet site(s) may occasionally be unavailable to accommodate system maintenance.

4.0 Contributions

4.1 The Plan Sponsor shall determine, arrange for, and supply, directly to Hartford Life or its designee, cash proceeds representing Contributions to the Plan and all data necessary to properly allocate Contributions. The cash and allocation data submitted to Hartford Life must be in "good order." Good order means that the allocation data submitted by the Plan Sponsor to Hartford Life reconciles with both the cash remitted to Hartford Life and the Participant Accounts on record with Hartford Life. Good order also means that cash and allocation data are submitted electronically in a layout and format mutually agreed to by both Hartford Life and the Plan Sponsor. For transactions that are not in good order, Hartford Life shall return the cash to the

Plan Sponsor within 5 business days, unless directed otherwise. Hartford Life is not responsible for collecting any Contributions that may be due to the Plan but are not deposited with Hartford Life.

4.2 Contributions to the Plan will be allocated among each Participant's Individual Account, according to the instructions filed with Hartford Life by the Plan Sponsor, subject to the terms of the Plan. Contributions will be invested among the Investment Options under the Investment Arrangement in accordance with the terms of the Investment Arrangement and the most current investment direction on file at Hartford Life. Transactions are valued as of the close of regular trading on the New York Stock Exchange (usually 4 p.m. Eastern time) on each day the Exchange is open. Contributions and allocation data received in good order before the close of the New York Stock Exchange are considered part of that day's receipts. Contributions and allocation data received in good order after the close of the New York Stock Exchange will be considered part of the next day's receipts. Where the terms of the Investment Arrangement and this paragraph conflict, the terms of the Investment Arrangement will govern.

4.3 Data for processing will be submitted to Hartford Life via a medium and format mutually agreed to by both Hartford Life and the Plan Sponsor.

4.4 Any amounts contributed in error by the Plan Sponsor to the Plan shall be returned to the Plan Sponsor within seven business days of the receipt of a written notice from the Plan Sponsor to Hartford Life which establishes the error, the amount of such error and the intended disposition of such error.

4.5 For purposes of this Section 4.0, the term "Contributions" shall include amounts under the Plan transferred to the Investment Options from other Plan funding vehicles.

5.0 Benefit Payments

5.1 The Plan Sponsor shall notify Hartford Life in writing of each Participant, beneficiary, or alternate payee the Plan Sponsor has determined is entitled to receive benefit payments under the terms of the Plan. Such notice shall instruct as to the form of benefit payment. For purposes of this Section 5, the term Participant shall include beneficiaries and alternate payees as applicable.

5.2 Pursuant to any notice received at Section 5.1, Hartford Life shall issue benefit payments to each Participant from the Participant's Individual Account.

5.3 To the extent required by federal and state law, Hartford Life will calculate and withhold from each benefit payment federal and state income taxes. Hartford Life will report such withholding to the federal government and state government, with a copy to the Plan Sponsor. All income taxes, so withheld, will be remitted by

Hartford Life to the appropriate federal and state tax authorities within the time prescribed by federal and state law.

5.4 Hartford Life shall furnish to each Participant who has received a benefit payment tax reporting form(s) in the manner and time prescribed by federal and state law. Each Participant remains solely responsible for any tax liability incurred as a result of such benefit payment.

6.0 Financial Records

6.1 Hartford Life shall establish and maintain financial records for the purposes of this Agreement in accordance with generally accepted accounting practices and procedures which include:

- a) a record of all notifications from the Plan Sponsor concerning Participants who are to receive benefit payments per Section 5.0 of this Agreement;
- b) statements of gross benefit payments under Section 5.0 of this Agreement;
- c) statements of all federal and state income taxes withheld under Section 5.3 of this Agreement;
- d) records of all income tax withholding reports as filed with the federal government and state government(s) on behalf of the Plan Sponsor;
- e) records of all transactions within the Individual Accounts.

7.0 Individual Participant Reports

7.1 Hartford Life shall mail directly to each Participant (beneficiary or alternate payee as applicable) at the address on file:

- a) with each benefit check, a statement of gross benefit payment made under Section 5.0 of this Agreement, including the amount of federal and state taxes withheld and the net amount paid;
- b) a confirmation of investment fund transfers, allocation changes, name and address changes within one (1) business day of such activity;
- c) a statement of accounts summarizing all financial activity for each calendar quarter within ten (10) business days of such quarter end.

8.0 Plan Sponsor Reports

8.1 Hartford Life shall furnish to the Plan Sponsor:

- a) a monthly report containing a statement of each and every periodic benefit payment made under Section 5.0

of this Agreement which includes the amount of federal and state taxes withheld pursuant to Section 5.3;

- b) for each calendar quarter, a report including all contribution, investment, and benefit payment activity which occurred during the calendar quarter, as well as calendar quarter beginning and ending account values, including gains or losses for the calendar quarter;
- c) data or information to enable the Plan to determine assets and earnings in connection with requirements of the Government Accounting Standards Board to meet Comprehensive Annual Financial Report (CAFR) requirements.

8.2 If requested by the Plan Sponsor, Hartford Life will provide copies of reports previously provided to the Plan Sponsor. Hartford Life reserves the right to charge a fee for such copies.

8.3 Where Allfirst Trust Company has been appointed by the Plan Sponsor as Trustee for the Plan, Hartford Life will report to the Trustee each month the total value of the assets of the Plan held. In addition, the reports described in Section 8.1 are delivered by Hartford Life to the Plan Sponsor on behalf of the Trustee.

9.0 Other Services

9.1 Hartford Life shall prepare and mail to the Plan Sponsor topical updates regarding legislative and regulatory changes affecting the Plan. The Plan Sponsor agrees and acknowledges that such updates are informational only and do not constitute tax, legal, or investment advice.

9.2 Hartford Life shall assist in the completion of enrollment forms for eligible employees who elect to participate in the Plan. Hartford Life shall provide informational and promotional material regarding the Plan for distribution to employees. The Plan Sponsor agrees to allow and facilitate the periodic distribution of such material to employees.

9.3 Hartford Life shall conduct or arrange to have conducted group presentations to explain the Plan to employees. The Plan Sponsor agrees to facilitate the scheduling of such presentations and to provide facilities at which satisfactory attendance can be expected. Hartford Life agrees that a sufficient number of qualified personnel shall be made available to discuss the Plan with individual Participants.

9.4 Hartford Life representatives shall provide, in a manner consistent with insurance and securities law, information to help each employee understand the various Investment Options approved by the Plan Sponsor.

9.5 Forms and materials required to maintain Participant and Plan level records for the Plan shall be provided at no additional cost to the Plan Sponsor.

13.2 Hartford Life shall perform its obligations hereunder as agent for the Plan Sponsor and only in accordance with instructions received from those persons authorized to act on behalf of the Plan Sponsor as specified to Hartford Life in writing.

13.1 The responsibility of Hartford Life is limited to the terms of this Agreement. Nothing in this Agreement shall be construed to make Hartford Life responsible for the Plan or Plan Trust or to confer responsibilities upon Hartford Life except for those expressly provided for in this Agreement. The Plan Sponsor agrees and acknowledges that no discretionary responsibility is hereby conferred upon or assumed by Hartford Life under this Agreement. The Plan Sponsor hereby acknowledges that Hartford Life does not agree, pursuant to this Agreement or otherwise, to provide tax, legal, or investment advice.

13.0 General Provisions

12.3 This Agreement is contingent upon the existence of an Investment Arrangement. If the Investment Arrangement is discontinued, this Agreement automatically terminates as of the date the Investment Arrangement is discontinued. Discontinuance of the Investment Arrangement will not affect any obligation of Hartford Life under Section 5.0 of this Agreement to Participants who have become entitled to payments under the Investment Arrangement and the Plan prior to such discontinuance.

12.2 Within 90 days of termination of this Agreement, Hartford Life shall deliver to the Plan Sponsor any reports required by this Agreement which have not already been provided.

12.1 This Agreement may be terminated without any further liability of either party for any obligation maturing subsequent to the date of such termination, upon 60 days written notice to the other party.

12.0 Termination

11.1 The Agreement may be amended by Hartford Life by providing 60 days written notice of the amendment to the Plan Sponsor. If the Plan Sponsor does not terminate this Agreement in the manner set forth in Section 12.0, the amendment shall be deemed accepted by the Plan Sponsor upon expiration of said notice.

11.0 Amendment

10.6 The Plan Sponsor acknowledges that Hartford Life is not responsible for auditing Plan Sponsor records or data for the Plan. conditions herein. determine Hartford Life's compliance with the terms and

10.5 The Plan Sponsor shall have the right upon reasonable written notice, exercised directly or through its independent auditors, to examine and audit Hartford Life's records to

10.4 Upon reasonable written request and during normal business hours, Hartford Life shall allow the Plan Sponsor full and complete access to all records required to be retained by Hartford Life.

10.3 If, for any reason, Hartford Life ceases operations prior to the expiration of the records retention period required by this section, all records described in Section 10.1 shall, upon request of the Plan Sponsor, be made available to the Plan Sponsor.

10.2 If an audit of the Plan has begun, but has not been completed at the end of the three-year period, or if audit findings have not been resolved at the end of the three-year period, Hartford Life shall retain the records described in Section 10.1 until the audit findings are resolved.

10.1 Except as otherwise provided herein, Hartford Life shall retain all financial records and supporting documents, correspondence and other written materials pertaining to the Investment Options, the Plan and all federal and state income taxes withheld for three years following the date of termination of this Agreement, or, if later, the time prescribed by federal law, but only with respect to those items to which the law applies. Hartford Life may retain such records and documents on microfilm, microfiche, optical storage, or any other process that accurately reproduces or forms a durable medium for reproducing the original. The Plan Sponsor has the right to make duplicate copies at Plan Sponsor's expense.

10.0 Records Management

9.8 Upon request by any Participant in the Plan, a representative shall provide information about the various payout options available under the Plan, shall provide an annuity or installment payment illustration and shall help the Participant complete the necessary application and other forms in order to receive payment.

9.7 Hartford Life shall assist each Participant in calculating his or her deferral limitation under applicable law, help to reconcile any account discrepancies, and provide information to explain the procedures of the Plan.

9.6 All persons and companies authorized to offer investments under the Plan must be duly licensed by the applicable state and federal regulatory agencies. All Hartford Life personnel that have contact with employees, other than of a routine administrative nature, will have any necessary state insurance licenses and will be registered with the NASD, to the extent required by law, and will be trained, licensed, and supervised with respect to the conducting of their business activities hereunder.

13.3 The Plan Sponsor understands that all services performed and reports prepared pursuant to this Agreement will be based on information provided by the Plan Sponsor and that Hartford Life shall incur no liability and responsibility for the performance of such services and preparation of such reports until and unless such information as Hartford Life shall request is provided. Hartford Life shall be entitled to rely on the information submitted as to accuracy and completeness and assume no obligation or duty to verify such information. The Plan Sponsor understands that all services performed and reports prepared pursuant to this Agreement will be in satisfaction of this Agreement. Where the information provided to Hartford Life by the Plan Sponsor was incorrect, and where services previously provided, based on such incorrect information, must be performed again, Hartford Life reserves the right to charge additional fees. Hartford Life shall have no responsibility or liability for any error, inadequacy, or omission which results from inaccurate information, data documents or other records provided to Hartford Life. The performance of obligations hereunder is subject to force majeure and is excused by fires, power failures, strikes, acts of God, restrictions imposed by government, or delays beyond the control of the delayed party.

13.4 Plan Sponsor hereby agrees that Hartford Life, its officers, employees, brokers, registered representatives, vendors and professional advisors (such as attorneys, accountants and actuaries) may use and disclose Plan and Participant information only to enable or assist it in the performance of its duties hereunder and with other Plan related activities and expressly authorizes Hartford Life to disclose Plan and Participant information to the Plan's agent and/or broker of record on file with Hartford Life. Plan and Participant information may also be used or disclosed by Hartford Life to other third parties pursuant to a written authorization signed by the Plan Sponsor. Notwithstanding anything to the contrary contained herein, it is expressly understood that Hartford Life retains the right to use any and all information in its possession in connection with its defense and/or prosecution of any litigation which may arise in connection with this Agreement, the Investment Arrangement funding the Plan, or the Plan.

13.5 Where information needed to perform services under this Agreement is not received in good order, the Plan Sponsor authorizes Hartford Life to contact any employee at his or her home or business address to obtain additional information.

13.6 Hartford Life shall conduct an internal audit from time to time and shall promptly notify the Plan Sponsor of any material irregularities that would affect the operation of the Plan.

13.7 Unless otherwise agreed to in writing by the Plan Sponsor, neither Hartford Life nor its agents shall use information obtained under the Plan to directly or indirectly solicit Participants with respect to any Hartford Life product not a part of the Plan without the prior consent of the Plan Sponsor. Notwithstanding the foregoing, nothing in this Agreement shall prohibit Hartford Life from solicitations undertaken in the ordinary course of Hartford

Life's business using lists obtained from sources other than the Plan Sponsor.

13.8 The failure of the Plan Sponsor or Hartford Life at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of the Plan Sponsor or Hartford Life thereafter to enforce each and every provision thereof.

13.9 Hartford Life may assign its rights and obligations under this Agreement to an affiliate or subsidiary company without the written consent of Plan Sponsor. However, any other assignment of this Agreement, or any part of it, without the written consent of the other party shall be void.

13.10 Any notices provided for herein shall be in writing and shall be delivered personally, or sent by facsimile device, express delivery or registered or certified United States mail, postage prepaid, return receipt requested and shall be deemed to have been given when received by:

- a) the Plan Sponsor Contact as referenced in Section 2.1 of this Agreement and/or to such other persons at such other addresses which the Plan Sponsor has designated in writing;
- b) **Hartford Life:**
Director, Service Center Operations
Retirement Plan Solutions
Hartford Life Insurance Company
P.O. Box 2999
Hartford, CT 06104-2999

13.11 Indemnification by the Plan Sponsor - The Plan Sponsor agrees to indemnify, defend and hold harmless Hartford Life, its subsidiaries, affiliates, officers, directors, employees and agents from and against any and all loss, damage or liability assessed against Hartford Life or incurred by Hartford Life arising out of or in connection with any claim, action or suit brought or asserted against Hartford Life alleging or involving the Plan Sponsor's negligence or willful misconduct in the performance (or non-performance) of its services, duties and obligations under this Agreement and/or the Plan; provided that (i) Hartford Life has notified the Plan Sponsor promptly and in writing of the claim, action or suit; (ii) the Plan Sponsor has the right to assume the defense of such claim, action or suit with counsel selected by the Plan Sponsor and to compromise or settle such action, suit or claim (provided however, that any such compromise or settlement shall not require action or non-action by Hartford Life without its prior written consent, which shall not be unreasonably withheld); and (iii) the Plan Sponsor receives Hartford Life's cooperation, at the Plan Sponsor's sole cost, in such defense. The provisions of this Section shall survive any termination of this Agreement.

Indemnification by Hartford Life - Hartford Life agrees to indemnify, defend and hold harmless the Plan Sponsor, its

officers, directors, employees and agents from and against loss, damage or liability assessed against the Plan Sponsor or incurred by the Plan Sponsor arising out of or in connection with any claim, action or suit brought or asserted against the Plan Sponsor alleging or involving Hartford Life's negligence or willful misconduct in the performance (or non-performance) of its services, duties and obligations under this Agreement; provided that (i) the Plan Sponsor has notified Hartford Life promptly and in writing of the claim, action or suit; (ii) Hartford Life has the right to assume the defense of such claim, action or suit with counsel selected by Hartford Life and to compromise or settle such action, suit or claim (provided however, that any such compromise or settlement shall not require action or non-action by the Plan Sponsor without its prior written consent, which shall not be unreasonably withheld); and (iii) Hartford Life receives the Plan Sponsor's cooperation, at Hartford Life's sole cost, in such defense. The provisions of this Section shall survive any termination of this Agreement.

13.12 Notwithstanding anything to the contrary contained herein, neither party nor their affiliates shall be liable for indirect, special or consequential damages. The Plan Sponsor understands and agrees, on behalf of itself and each Participant, that it is the Plan Sponsor's and Participants' duty to verify the accuracy of the reports provided to them pursuant to Sections 7 and 8 herein and to notify Hartford Life of any errors at our administrative offices within thirty (30) days of their receipt of such reports. All such reports shall be binding on the recipients if not objected to within such thirty (30) day time period. Nothing in this Section shall prevent Hartford Life from correcting errors discovered beyond this timeframe in accordance with its uniformly applied administrative procedures in existence at the time such error is discovered. The provisions of this section shall survive any termination of this Agreement.

13.13 The laws of the state in which the Employer is domiciled shall govern the rights and obligations of the parties under this Agreement.

13.14 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent such provision is prohibited or unenforceable without invalidating the remaining provisions, and any such prohibition or unenforceable provision in any jurisdiction shall not invalidate nor render unenforceable such provision in any other jurisdiction.

13.15 Both the Plan Sponsor and Hartford Life agree to comply in all material respects with all applicable federal, state, and local laws and regulations as it affects the Plan and its operation. Nothing contained herein shall be construed to prohibit either party from performing any act or not performing any act as either may be required by statute, court, or other authority having jurisdiction thereof.


13.16 Two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument.

13.17 This Agreement and any written appendices, amendments and addenda hereto embody the entire Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to this Agreement.

13.18 This Agreement shall be effective immediately upon execution by both parties and shall remain in force until terminated by either party as provided herein.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed.

For the Plan Sponsor

By:  Date: 11-4-02

Name: NICK D. DEONAS Title: Chairman

For Hartford Life Insurance Company:

By:  Date: 1/20/03

Debra DeNovellis, Assistant Vice-President
Investment Products Division

HARTFORD LIFE INSURANCE COMPANY
HARTFORD, CONNECTICUT
(A stock insurance company herein called the Company)

Agrees with the Contract Owner to pay benefits as provided herein.

This Contract is issued in consideration of the application of the Contract Owner, a copy of which is attached to and made a part of this Contract and the payment of contributions in accordance with the terms and condition of this Contract.

The Contract Specifications and the Conditions and provisions on this and the following pages are part of the contract.

IMPORTANT NOTICE: TO OBTAIN INFORMATION OR MAKE A COMPLAINT YOU MAY CALL THE HARTFORD LIFE INSURANCE COMPANY TOLL FREE TELEPHONE NUMBER : 1-800-678-2282. YOU MAY ALSO WRITE TO: THE HARTFORD LIFE INSURANCE COMPANY, P.O. BOX 1583, HARTFORD, CONNECTICUT 06144-1583.

Signed for the Company



Christine Hayer Repasy, *Secretary*



Thomas M. Marra, *President*

Group Annuity Contract

This Contract makes provision for the accumulation of contract values in the General Account of the Company to provide fixed annuity accumulation and benefits and in the Separate Accounts of the Company to provide variable annuity accumulations and benefits. Actual annuity payout commencing on the Annuity Commencement Date may be on a variable basis (Separate Account) and/or on a fixed basis (General Account) as determined by the Contract Owner.

ALL PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT. DETAILS OF THE VARIABLE PROVISIONS ARE DESCRIBED UNDER THE SECTION ENTITLED: "VALUATION PROVISIONS" BEGINNING ON PAGE 13. THE INITIAL INTEREST RATE IS GUARANTEED FOR A LIMITED AMOUNT OF TIME AND MAY THEREFORE CHANGE.

NONPARTICIPATING



Hartford Life

CONTRACT SPECIFICATIONS

CONTRACT OWNER:	Board of County Commissioners of Nassau County, Florida
CONTRACT EFFECTIVE DATE:	January 1, 2003
CONTRACT JURISDICTION:	Florida
CONTRACT NUMBER:	GC-110101

GROUP ANNUITY CONTRACT

General Account

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

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

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

Separate Account(s)

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

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

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

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

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

Competing Funds

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

Hartford Money Market HLS
General Account

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

Contingent Deferred Sales Charges

Surrenders and transfers from this Contract shall be subject to a Contingent Deferred Sales Charge; provided, however, such Contingent Deferred Sales Charge shall apply only to the extent such surrenders or transfers constitute amounts contributed or earned under this Contract or any Related Contract. The Contingent Deferred Sales Charge is a percentage of the contract values transferred or surrendered. The number of Contract Years completed prior to the surrender or transfer will determine the amount of the Contingent Deferred Sales Charge.

- (a) The Contingent Deferred Sales Charge to be applied under this Contract shall be equal to three percent (3%) of the surrendered or transferred amount from the Participant's Account during the first five Contract Years. After the fifth Contract Year, surrenders or transfers will no longer be subject to any deduction for Contingent Deferred Sales Charges.
- (b) The Contingent Deferred Sales Charge described in (a) above shall not apply to an Eligible Surrender. For purposes of this Contract, an Eligible Surrender is a surrender, including a surrender applied to effect an annuity under Section 9(d), "Election of Annuity Option", where such surrender is (1) made on account of a Qualifying Event and (2) payable directly to the Participant, or, if applicable, to the Participant's beneficiary. For purposes of this Contract, the term "Qualifying Event" shall mean: (i) the death of the Participant, (ii) financial hardship, as defined in the Plan, (iii) the Participant's separation from service, or (iv) the Participant's retirement. An amount surrendered for transfer to the Plan funding vehicle of another investment provider for the Plan shall not be considered payable directly to the Participant and shall not constitute an Eligible Surrender under this Contract.

CONTRACT SPECIFICATIONS – continued

- (c) The Contingent Deferred Sales Charges shall not apply to a transfer of Contract values from this Contract to a Related Participant Directed Account Option.
- (d) The Contingent Deferred Sales Charge described in (a) above shall not apply to Participant initiated surrenders or transfers.

Deduction for Mortality, Expense Risk and Administrative Undertakings

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

During the Accumulation Period, the annualized rate of the deduction for such risks and undertakings has initially been set at 0.85% of the average daily net assets of the Group A and Group B Investment Options. During the Annuity Period, the annualized rate of the deduction for such risks and undertakings has initially been set at 1.25% of the average daily net assets of the Group A Investment Options and 0.85% of the average daily net assets of the Group B Investment Options. These deductions may be decreased by the Company, in its sole discretion and may be increased by the Company upon 90 days advance written notice to the Contract Owner, and subject to a maximum deduction of 2.00% per year from the average daily net assets of each Investment Option under Separate Account 457 included in this Contract. Deductions applicable to each Investment Option under Separate Account 457 included in this Contract may increase or decrease based on the amount of assets held in such Investment Option under this Contract.

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SECTION 1 - DEFINITIONS OF CERTAIN TERMS

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

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

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

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

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

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

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

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

Company - Hartford Life Insurance Company.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Termination Value - The Termination Value for each Participant's Account for any day prior to the Annuity Commencement Date is the value of the Participant's Account on that Valuation Day, less:

- (a) any applicable Premium Taxes not previously deducted; and
- (b) any applicable Contingent Deferred Sales Charges as set forth under the Contract Specifications.

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

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

Valuation Period - The period between successive Valuation Days.

SECTION 2 - CONTRIBUTION PROVISIONS

(a) Contributions

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

(b) Allocation of Contributions during the Accumulation Period

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

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

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

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

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

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

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

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

SECTION 3 - CONTRACT CONTROL PROVISIONS

(a) Owner

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

(b) Beneficiary

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

(c) Assignment

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

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

SECTION 4 - GENERAL PROVISIONS

(a) The Contract

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

(b) Modification of the Contract

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

On and after the fifth Contract Anniversary, the Company may modify any or all of the terms of this Contract upon 90 days' advance written notice of such change to the Contract Owner. Notwithstanding any such changes, the annuity tables, guaranteed interest rates and Contingent Deferred Sales Charges which apply on the Date of Coverage of a Participant's Account will continue to apply to all contributions made to such Participant's Account.

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

Any modification of this Contract requires the signature of the President, a Vice President, a Secretary, or an Assistant Secretary of the Company.

(c) Suspension of the Contract

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

(d) Non-Participating

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

(e) Misstatement of Age

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

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

(f) Reports to the Contract Owner

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

(g) Voting Rights

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

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

(h) Proof of Survival

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

(i) Information from the Contract Owner

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

(j) Individual Certificates

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

(k) Experience Credits

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

(l) Payments for Plan Related Expenses

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

(m) Plan Changes

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

(n) Governing Law

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

(o) Nonwaiver

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

SECTION 5 - VALUATION PROVISIONS

(a) Net Contributions

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

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

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

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

(b) Net Investment Rate and Net Investment Factor

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

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

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

(c) Segregation of Separate Account Assets

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

(d) Accumulation Unit Value

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

(e) Annuity Unit Values During the Annuity Period

The value of an Annuity Unit for each Sub-Account in a Separate Account was fixed at \$1 each on the date the Sub-Account was initially established and for any day thereafter is determined by multiplying the value of the Annuity Unit for that Sub-Account on the preceding day by the product of (a) 0.999892 and (b) the net investment factor for that Sub-Account of the Separate Account for the day for which the annuity value is being calculated.

SECTION 6 - GENERAL ACCOUNT LIQUIDITY PROVISIONS

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

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

SECTION 7 - CONTRACT DISCONTINUANCE

This Contract shall be discontinued if:

- (a) the Contract Owner gives written notice to the Company that the Contract is being discontinued, in which event the Date of Discontinuance shall be the later of: (i) the first business day following the date on which such notice is received by the Company at its Home Office in Hartford, Connecticut, or (ii) the business day specified in such notice; or

(1) Premium Taxes not previously deducted, and

reduced by any:

As of the Date of Discontinuance, all Contract funds held under the Separate Accounts shall be

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

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

Date of Discontinuance.

Notwithstanding any benefits which may be payable to Participants or beneficiaries under the terms of the Plan, including, but not limited to, benefits under the Plan on account of retirement, death, separation from service, or financial hardship, the Contract Owner specifically agrees that the Company has the absolute right to pay the Balance at Discontinuance in six (6) equal installments, plus any interest due, annually over a period of five (5) years. The Company shall pay the first such installment not later than thirty (30) days after the Date of Discontinuance. The remaining five installments, plus interest, shall be payable on each successive anniversary of the

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

(2) Contingent Deferred Sales Charges as set forth in the Contract Specifications.

(1) Premium Taxes not previously deducted, and

reduced, as of the Date of Discontinuance, by any:

The total amount of all General Account values in the Active Life Fund under the Contract shall be

(a) General Account Values

Life Fund shall be paid in accordance with paragraphs (a) and (b) of this Section 8:

7, no contributions will be payable to, or accepted by, the Company. Notwithstanding any other provision of this Contract to the contrary, after the Date of Discontinuance, Contract values in the Active

On and after the Date of Discontinuance as defined in the Contract Discontinuance Provisions of Section

SECTION 8 - EFFECT OF CONTRACT DISCONTINUANCE

Notwithstanding any provision of this Contract to the contrary, after five (5) completed Contract Years,

the Company shall have the right, in accordance with its existing administrative practices and procedures, to pay all contract values in the Active Life Fund, without application of Contingent Deferred Sales

Charges under the Contract, to the Contract Owner in full, provided that the Company gives the Contract Owner ninety (90) days advance written notice, and further provided that the Company takes the same

action with respect to all contracts of the same class and risk characteristics.

Discontinuance After Five Years:

notice is mailed by the Company.

specified in such notice, such date not to be earlier than thirty-one (31) days after the date such

(b) no contributions are made to the Contract with respect to a Contract Year and the Company gives written notice to the Contract Owner that the Date of Discontinuance will occur as of the date

(2) Contingent Deferred Sales Charges as set forth in the Contract Specifications.

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

SECTION 9 - SETTLEMENT PROVISIONS

(a) Termination of Contributions

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

(b) Payment of Termination Value

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

(c) Annuity Rights

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

(d) Election of Annuity Option

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

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

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

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

(e) Date of Payment

The first payment under any option shall be made on the first day of the next following calendar month, upon receipt of claim for settlement or on any other specified date, and subsequent payments shall be made periodically in accordance with the manner of payment elected on the first business day of the month in which a payment is due.

(f) Termination after the Annuity Commencement Date

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

(g) Allocation of Annuity

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

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

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

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

(h) Mortality and Expense Risk

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

(i) Death of Participant or Beneficiary

- (1) Death during the Accumulation Period. In the event a Participant dies before his or her Annuity Commencement Date, a death benefit will be payable to the Beneficiary in an amount described in (A), (B) or (C) below, as applicable:
 - (A) Death on or after age 65. If the Participant died on or after attaining age 65, the amount of the death benefit is the Termination Value of the Participant's Account under this Contract as of the date Due Proof of Death and a claim for payment are received in Good Order at the Administrative Offices of the Company.
 - (B) Death prior age 65. If the Participant died prior to attaining age 65, the amount of the death benefit is the Minimum Death Benefit which is the greater of (I) the Termination Value of the Participant's Account under this Contract as of the date Due Proof of Death and a claim for payment are received in Good Order at the Administrative Offices of the Company, or (II) 100% of the contributions made to this Contract on behalf of that Participant, reduced by the dollar amount of any partial surrenders not repaid.
 - (C) Related Contracts. If requested by the Contract Owner and agreed to by the Company, the Minimum Death Benefit described at (B) above will be determined by reference to the greater of (I) the Termination Value of the Participant's Account under this Contract plus the termination value of any account(s) of the Participant under any Related Contract(s), as of the date Due Proof of Death and a claim for payment are received in Good Order at the Administrative Offices of the Company, or (ii) 100% of the contributions made on behalf of that Participant under this Contract and any Related Contract(s), reduced by the dollar amount of any partial surrenders from such contracts, not repaid. The amount of any death benefit payable by reason of this paragraph (C) shall be offset by amounts payable under any Related Contract.
- (2) The death benefit may be taken in one sum or under any of the settlement options available in the Company's variable annuities then being issued and will be paid to the Beneficiary. Notwithstanding the foregoing, or any provision of this Section 9(i), payment of any account value held under a Related Contract shall be made from such Related Contract, except to the extent such amount, or portion thereof, is transferred to this Contract, with the consent of the Company, for the purpose of effecting one of the available settlement options under this Contract.
- (3) When payment is taken in one sum, a variable payment will be made within 7 days after the date Due Proof of Death and a claim for payment are received in Good Order by the Company.
- (4) Death during the Annuity Period. In the event of the death of the Annuitant while receiving annuity payments, the present values of the current dollar amount on the date of death of any remaining guaranteed number of payments, will be paid in one sum to the Beneficiary unless other provisions shall have been made and approved by the Company. In the case of the Separate Account, calculations for such present value of the guaranteed number of payments remaining will be based on assumed net investment rate of 4% per annum. In the case of the General Account the net investment rate assumed will be the rate that is used by the Company to determine the amount of each certain payment. The Annuity Unit value on the date of receipt of due proof of death shall be used for the purpose of determining such present value.

(j) Minimum Distributions

Any distribution to a Participant under these Settlement Provisions shall be made in accordance with the provisions of the plan established by the Contract Owner, but in no event will such distribution be made at a time or in a method that fails to satisfy the requirements of section 457(d) of the Code, or any successor provision.

(k) Annuity Options

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

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

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

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

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

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

SECTION 10 - ANNUITY RATES

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

Mortality: 1983 Table a for Individual Annuity Mortality projected forward to the annuity commencement date using Projection Scale G.

Interest: 4.00%

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

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

FIRST, SECOND AND THIRD OPTIONS - SINGLE LIFE ANNUITIES

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

FOURTH OPTION - JOINT AND LAST SURVIVOR ANNUITY

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

FIFTH OPTION - PAYMENTS FOR A DESIGNATED PERIOD

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

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

(11)182-11

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Hartford Life

ADMINISTRATIVE NOTICE
FOR
GROUP ANNUITY CONTRACT

(To be included as an attachment to your Group Annuity Contract effective January 1, 2003.)

**Re: Investment Options Available to
Group Annuity Contract GC-110101**

I. The following Investment Options are available under the aforementioned Group Annuity Contract:

Separate Account(s)

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

The various Separate Account 457 Sub-Accounts under this Contract and the corresponding investment Funds for each Sub-Account are as follows:

Investment Option Sub-Accounts
In Group "A":

Based on:

Hartford Bond HLS
Hartford Stock HLS
Hartford Money Market HLS
Hartford Advisers HLS
Hartford Mortgage Securities HLS
Hartford Index HLS
Hartford Dividend & Growth HLS
Hartford Small Company HLS
Hartford Midcap HLS
Hartford Global Technology HLS
Hartford Global Health HLS
Hartford Capital Appreciation HLS

Hartford Bond HLS Fund, Inc.
Hartford Stock HLS Fund, Inc.
Money Market HLS Fund, Inc.
Hartford Advisers HLS Fund, Inc.
Hartford Mortgage Securities HLS Fund, Inc.
Hartford Index HLS Fund, Inc.
Hartford Dividend & Growth HLS Fund, Inc.
Hartford Small Company HLS Fund, Inc.
Hartford Midcap HLS Fund, Inc.
Hartford Global Technology HLS Fund, Inc.
Hartford Global Health HLS Fund, Inc.
Hartford Capital Appreciation HLS Fund, Inc.

Investment Option Sub-Accounts
In Group "B":

American Century Ultra	American Century Ultra Investors Fund
Putnam Vista	Putnam Vista Fund
American Century Income & Growth	American Century Income & Growth Fund
Janus Capital Appreciation	Janus Capital Appreciation Fund
Janus Adviser Worldwide	Janus Adviser Worldwide Fund
Janus Adviser International	Janus Adviser International Fund
American Century International Growth	American Century International Growth Fund
Putnam Global Equity	Putnam Global Equity Fund
Invesco Small Company Growth	Invesco Small Company Growth Fund
Janus Enterprise	Janus Enterprise Fund
American Century Equity Income	American Century Equity Income Fund
MFS Massachusetts Investors Growth Stock	MFS Massachusetts Investors Growth Stock Fund
Dreyfus Premier Third Century	Dreyfus Premier Third Century
MFS Capital Opportunities	MFS Capital Opportunities Fund
Janus Balanced	Janus Balanced Fund
MFS High Income	MFS High Income Fund
Dreyfus Premier Core Bond	Dreyfus Premier Core Bond Fund
Dreyfus Life Time Growth	Dreyfus Life Time Growth Fund
Dreyfus Life Time Growth & Income	Dreyfus Life Time Growth & Income Fund
Dreyfus Life Time Income	Dreyfus Life Time Income
Invesco Technology	Invesco Technology Fund
Invesco Telecommunications	Invesco Telecommunications Fund
Invesco Financial Services	Invesco Financial Services Fund
Invesco Leisure	Invesco Leisure Fund
MFS Utilities	MFS Utilities
Franklin Small Cap Growth	Franklin Small-Mid Cap Growth Fund

II. This Administrative Notice forms a part of, and should be kept with your Group Annuity Contract.

III. The Effective Date of this Administrative Notice is January 1, 2003.

Signed for Hartford Life Insurance Company by:



Christine Hayer Repasy, Secretary



Thomas M. Marra, President

RAYMOND JAMES
FINANCIAL SERVICES, INC.
Member NASD/SIPC

RECEIVED
3/25/03

Friday, March 21, 2003

Michael S. Mullin, County Attorney
Nassau County Board of County Commissioners
P. O. Box 1010
Fernandina Beach, FL 32035-1010

Dear Mike:

Enclosed please find the Nassau County Board of County Commissioners copy of the Hartford Contract and Administrative Services Agreement document. This copy should be retained with your records.

Thank you for the opportunity to provide my services as a Financial Advisor to the employees of Nassau County.

Sincerely,



Charles J. Perrone, Jr., CLU, ChFC
Chartered Financial Consultant
Financial Advisor

Committed to your financial future

cc Chili 3/25/03 DJ

3030 Hartley Road, Suite 190 • Jacksonville, FL 32257 • (904) 288-9001 • fax(904) 288-9005