

<i>SERFF Tracking Number:</i>	<i>SALA-125808316</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AIG SunAmerica Life Assurance Company</i>	<i>State Tracking Number:</i>	<i>40335</i>
<i>Company Tracking Number:</i>	<i>ASE-6232 (3/08) ET AL</i>		
<i>TOI:</i>	<i>A02.1G Group Annuities - Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.1G.002 Flexible Premium</i>
<i>Product Name:</i>	<i>403(b) Endorsement</i>		
<i>Project Name/Number:</i>	<i>/ASE-6232</i>		

Filing at a Glance

Company: AIG SunAmerica Life Assurance Company

Product Name: 403(b) Endorsement SERFF Tr Num: SALA-125808316 State: ArkansasLH

TOI: A02.1G Group Annuities - Deferred Non-Variable and Variable SERFF Status: Closed State Tr Num: 40335

Sub-TOI: A02.1G.002 Flexible Premium Co Tr Num: ASE-6232 (3/08) ET AL State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Author: Laura Bradshaw Disposition Date: 10/01/2008

Date Submitted: 09/19/2008 Disposition Status: Approved

Implementation Date Requested: 01/01/2009 Implementation Date:

State Filing Description:

General Information

Project Name:	Status of Filing in Domicile: Not Filed
Project Number: ASE-6232	Date Approved in Domicile:
Requested Filing Mode:	Domicile Status Comments: Domicile state of Arizona exempts this filing per ARS 20-1110.F and R20-6-218.

Explanation for Combination/Other:	Market Type: Group
Submission Type: New Submission	Group Market Size: Small and Large
Overall Rate Impact:	Group Market Type: Employer

Filing Status Changed: 10/01/2008

State Status Changed: 10/01/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

These out-of-state group annuity endorsement forms are being submitted for your review and approval due to recent changes in the Internal Revenue Code as applies to 403(b) Tax Sheltered Annuities. Because these changes are required to become effective January 1, 2009, we respectfully request an expedited review of these for to give us enough time to implement the endorsements and mail to existing contract owners. Our domiciliary state, Arizona,

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<i>Product Name:</i>	<i>403(b) Endorsement</i>		
<i>Project Name/Number:</i>	<i>/ASE-6232</i>		

exempts this filing per ARS 20-1110.F and R20-6-218.

The mentioned forms will be used with all of our approved annuity contract when appropriate. Because the changes must apply to all IRC Section 403(b) contracts, these endorsements will be mailed to all existing contract owners in addition to be included in new issues going forward. Endorsement ASE-6232 (3/08) will be used in 403(b) contracts that do not contain loan provisions. Endorsement ASE-6233 (3/08) includes ERISA language and loan provisions.

To the best of our knowledge and believe, this submission is in compliance with the statutes and regulations of your state and contains nothing that has been previously objected to or disapproved by your Department. No part of this filing contains any unusual or possible controversial items from normal company or industry standards.

If you have any questions or require any additional information, please do not hesitate to contact me.

Company and Contact

Filing Contact Information

Laura Bradshaw, Manager	lbradshaw@sunamerica.com
1999 Ave of the Stars	(800) 871-2000 [Phone]
Los Angeles, CA 90067	(310) 772-6569[FAX]

Filing Company Information

AIG SunAmerica Life Assurance Company	CoCode: 60941	State of Domicile: Arizona
1999 Ave of the Stars	Group Code:	Company Type: Annuity
37th Floor		
Los Angeles, CA 90067	Group Name: AIG	State ID Number:
(800) 871-2000 ext. [Phone]	FEIN Number: 86-0198983	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$40.00
Retaliatory?	No
Fee Explanation:	\$20 per endorsement x 2 = \$40.00

SERFF Tracking Number: SALA-125808316 *State:* Arkansas
Filing Company: AIG SunAmerica Life Assurance Company *State Tracking Number:* 40335
Company Tracking Number: ASE-6232 (3/08) ET AL
TOI: A02.1G Group Annuities - Deferred Non- *Sub-TOI:* A02.1G.002 Flexible Premium
Variable and Variable
Product Name: 403(b) Endorsement
Project Name/Number: /ASE-6232
Per Company: No

SERFF Tracking Number: SALA-125808316 State: Arkansas
Filing Company: AIG SunAmerica Life Assurance Company State Tracking Number: 40335
Company Tracking Number: ASE-6232 (3/08) ET AL
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: 403(b) Endorsement
Project Name/Number: /ASE-6232

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AIG SunAmerica Life Assurance Company	\$40.00	09/19/2008	22618252

SERFF Tracking Number: SALA-125808316 State: Arkansas
Filing Company: AIG SunAmerica Life Assurance Company State Tracking Number: 40335
Company Tracking Number: ASE-6232 (3/08) ET AL
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: 403(b) Endorsement
Project Name/Number: /ASE-6232

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/01/2008	10/01/2008

SERFF Tracking Number: SALA-125808316 *State:* Arkansas
Filing Company: AIG SunAmerica Life Assurance Company *State Tracking Number:* 40335
Company Tracking Number: ASE-6232 (3/08) ET AL
TOI: A02.1G Group Annuities - Deferred Non- *Sub-TOI:* A02.1G.002 Flexible Premium
Variable and Variable
Product Name: 403(b) Endorsement
Project Name/Number: /ASE-6232

Disposition

Disposition Date: 10/01/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SALA-125808316 *State:* Arkansas
Filing Company: AIG SunAmerica Life Assurance Company *State Tracking Number:* 40335
Company Tracking Number: ASE-6232 (3/08) ET AL
TOI: A02.1G Group Annuities - Deferred Non-Variable and Variable *Sub-TOI:* A02.1G.002 Flexible Premium
Product Name: 403(b) Endorsement
Project Name/Number: /ASE-6232

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	IRC Section 403(b) Annuity Endorsement		Yes
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SERFF Tracking Number: SALA-125808316 State: Arkansas
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 Company Tracking Number: ASE-6232 (3/08) ET AL
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
 Variable and Variable
 Product Name: 403(b) Endorsement
 Project Name/Number: /ASE-6232

Form Schedule

Lead Form Number: ASE-6232 (3/08)

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	ASE-6232 (3/08)	Policy/Cont	IRC Section 403(b) ract/Fratern Annuity Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		64	ASE-6232 _3-08_ final.pdf
	ASE-6233 (3/08)	Policy/Cont	IRC Section 403(b) ract/Fratern Annuity Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50	ASE-6233 _3-08_ Final.pdf

AIG SUNAMERICA LIFE ASSURANCE COMPANY

IRC SECTION 403(b) ANNUITY ENDORSEMENT

This Endorsement amends the Contract or Certificate (“Contract”) to which it is attached and any Endorsement attached thereto. In the case of any conflict between the terms of the Contract, any attached Endorsement and the terms of this Endorsement, the terms of this Endorsement will control.

The Contract is issued in connection with an Employer-sponsored retirement Plan described under Internal Revenue Code (“IRC”) Section 403(b) and to the extent otherwise permitted by law, as a plan-to-plan transfer by the respective plans, the Contract may become a part of a new Employer’s Plan.

DEFINITIONS

For purposes of this Endorsement, the following definitions apply. Terms not defined in this Endorsement shall have the same meaning as defined in the Contract.

APPLICABLE LAW

Laws that may either limit or compel the exercise of rights under the Contract, including but not limited to the IRC, ERISA and the laws of the state in which the Contract is issued.

EMPLOYER

An organization described in Code Section 403(b)(1)(A) which sponsors a retirement plan as described in IRC Section 403(b).

ERISA

The Employee Retirement Income Security Act of 1974, as amended.

PLAN PARTICIPANT

The person for whom or with respect to whom Purchase Payments are made under the Contract.

PLAN

The Employer-sponsored retirement plan or annuity purchase arrangement for which the Contract is issued.

PLAN SPONSOR

The Employer sponsoring the Plan for which the Contract is issued.

IRC SECTION 403(b) ANNUITY PROVISIONS

The provisions of this Endorsement are intended to comply with the requirements of the IRC and, if applicable, ERISA, for IRC Section 403(b) annuity contracts. We reserve the right to amend the Contract and this Endorsement from time to time, without the Owner’s consent, when necessary to comply with the provisions of the IRC, related regulations and, if applicable, ERISA, in order to maintain this as an IRC Section 403(b) annuity contract.

OWNER AND ANNUITANT

Depending on the type of Plan established, the terms Owner and Annuitant may refer to different individuals than are explained in the Contract. The Owner may be either the Plan Participant or the Employer. Subject to Our approval, the Employer may designate such other person as Owner, provided that the Employer's designation is consistent with the requirements of the IRC.

If the Owner is the Employer, the Plan Participant must be both the Annuitant and the Payee. If the Owner is the Plan Participant, the Plan Participant must also be the Annuitant.

The Annuitant and the Payee cannot be changed, except as otherwise permitted under the IRC and applicable regulations. A Joint Owner cannot be named. All distributions made while the Plan Participant is alive must be made to the Plan Participant.

EFFECT OF PLAN

The exercise by the Plan Participant or a Beneficiary of rights under the Contract may be restricted under the terms of the Plan or the IRC in timing or scope, and We (or an affiliate) may provide Plan compliance assistance to the Employer.

The Plan, including certain plan provisions required by ERISA or other Applicable Law, may limit the Plan Participant's rights under the Contract. The Plan provisions may:

- (a) Limit the Plan Participant's right to make Purchase Payments;
- (b) Restrict the time when the Plan Participant may elect to receive payments from the Contract;
- (c) Require the consent of the Plan Participant's spouse before the Plan Participant may elect to receive payments from the Contract;
- (d) Require that all distributions be made in the form of a joint and survivor annuity for the Plan Participant and the Plan Participant's spouse, unless both consent to a different form of distribution;
- (e) Require that the Plan Participant's spouse be designated as Beneficiary;
- (f) Require that the Plan Participant remain employed with the Employer for a specified period of time before the Plan Participant's rights under the Contract become fully vested;
- (g) Otherwise restrict the Plan Participant's exercise of rights under the Contract.

No such Plan provision shall limit a Plan Participant's rights under the Contract, unless the Employer has provided Us with written notification of such provision. In no event shall any such Plan provision expand Our obligations under the Contract.

NONTRANSFERABLE AND NONFORFEITABLE

A Plan Participant's beneficial interest in the Contract may not be transferred, sold, assigned, discounted or pledged as collateral for a loan or as a security for the performance of an obligation. The benefits, values, and rights of the Plan Participant under the Contract are not subject to any creditor claims to the fullest extent permitted by law. A Plan Participant's beneficial interest in the Contract shall be nonforfeitable except to the extent of any vesting schedule which is provided in the Plan and which is

consistent with Applicable Law. The limitations of this section will not prohibit a loan to the Plan Participant that would be permitted under applicable provisions of the IRC and ERISA.

SALARY REDUCTION PURCHASE PAYMENTS

The Plan document may incorporate the Contract along with related endorsements to provide the terms of the Plan, in which case the following restrictions apply:

- (a) **Limit on Purchase Payments.** Contributions (not including transfers and rollovers) may be made to the Plan Participant's Contract up to the applicable limits set forth in the IRC and the Plan. Except as otherwise provided herein, elective deferrals by the Plan Participant to the Contract may not exceed the limits set forth in IRC Section 402(g).

Contributions properly made pursuant to IRC Section 414(v) by Plan Participants who otherwise qualify to make such contributions shall be disregarded in determining whether contributions to the Contract have exceeded the limits imposed under the Contract.

- (b) **Withdrawal Restrictions.** In addition to any other benefit, Withdrawal or transfer restrictions in the Contract, distributions to the Plan Participant will be subject to the limitations applicable under IRC Section 403(b). To the extent required under IRC Section 403(b)(11), distributions to a Plan Participant of elective deferrals and earnings thereon may be made only upon or after the Plan Participant's attainment of age 59½, severance of employment, death, or disability. Distributions of such elective deferrals, and any earnings on such deferrals in an annuity contract as of December 31, 1988 may also be made in the event of financial hardship. The same or similar restrictions shall apply to all amounts transferred from an IRC Section 403(b)(7) custodial account, including contributions other than elective deferrals and earnings on such contributions. Except as otherwise required under the Contract or the Employer's Plan (if any), these restrictions on distributions shall not prevent a transfer to another investment option within the Plan or another contract or account described in IRC Section 403(b). No distribution or transfer from the Contract will be permitted if it would have the effect, directly or indirectly, of avoiding or circumventing a transfer or similar restriction applicable under the Contract.

CONTRIBUTIONS

In addition to any other limitations under the Contract, and the extent required under the IRC, contributions to the Contract for any Plan Participant shall be subject to the limitations imposed by IRC Section 415, with respect to all contributions other than those contributions described in IRC Section 403(c).

Contributions determined to be in excess of applicable limits, that are identified by Us, by the Plan or by the Plan Participant, shall be returned to the Plan Participant or to the Employer, or held in an unallocated account, according to the requirements of Applicable Law. We will cooperate with the Plan and the Employer in the correction of the excess contributions identified in an IRS examination, provided, however that the Plan Sponsor shall consult with Us before entering into any agreement with regard to such excess amounts in the Contract.

CESSATION OF CONTRIBUTIONS

The Plan may require the Plan Participant to temporarily stop making contributions upon issuance of a distribution for financial hardship.

EXCHANGES AND TRANSFERS

Subject to the terms of the Contract and any limitations in the IRC and the Plan, a Plan Participant or Beneficiary is permitted to transfer in a direct transfer all or a portion of the Contract Value to a vendor who is either an approved vendor under the Plan or who has otherwise entered into an information-sharing agreement under the Plan. We will provide to and accept from the Plan Sponsor, or a party designated by the Plan Sponsor, such information as may be necessary to comply with specific legal requirements, including those requirements governing hardship withdrawals, distributions following severance from employment, Plan Participant loans, and other requirements, provided that:

- (a) The procedures, format and content of such information sharing shall be mutually determined by Us and the Plan Sponsor from time to time, with such mutually determined procedures, format and content governing the Contract for so long as the Contract remains under the Plan, unless and until new procedures, format and content shall be mutually agreed upon.
- (b) Information provided under this section shall be subject to applicable federal and state privacy requirements and Our privacy procedures and use of such information shall be limited to plan compliance purposes for which it is provided under this section.

DIRECT ROLLOVERS

- (a) Subject to the limitations in the REQUIRED DISTRIBUTIONS section, a distribution to a Plan Participant, or to a former spouse or surviving spouse of the Plan Participant, which is an “Eligible Rollover Distribution”, may be transferred in a qualifying rollover directly to any “Eligible Retirement Plan” within the meaning of IRC Section 402. A distribution to a non-spousal Beneficiary may be transferred in a qualifying rollover directly to an inherited Individual Retirement Account or Annuity within the meaning of IRC Section 408(d)(3)(C). Except as Applicable Law may otherwise provide, any Eligible Rollover Distribution from the Contract shall be subject to mandatory tax withholding if paid to the Plan Participant, or where applicable, to the Plan Participant’s former spouse or spousal Beneficiary. Before any Eligible Rollover Distribution is made to the Plan Participant, We will provide the Plan Participant with a written explanation of the Plan Participant’s right to make a direct rollover. No Withdrawal or other benefit distribution that constitutes an Eligible Rollover Distribution will be made to the Plan Participant under the Contract, unless the IRC’s requirements applicable to Eligible Rollover Distributions have been satisfied. Except for Eligible Rollover Distributions, We reserve the right to make payments only to the Plan Participant or the Plan Participant’s Beneficiary.
- (b) A Plan Sponsor may not request a distribution of a Plan Participant’s account to the Plan Participant unless the Plan Sponsor is authorized to do so under the Plan and permitted to do so under Applicable Law.
- (c) The Contract will accept Eligible Rollover Distributions from other plans, provided however, rollovers of after-tax amounts will be permitted only with Our advance written consent. We may establish separate accounts for such rollover distributions, where administratively practicable, in order to maintain such separate records as may be necessary or appropriate.

REQUIRED DISTRIBUTIONS

Unless an exception otherwise applies under Applicable Law, distributions to the Plan Participant must begin by April 1 of the year following the year in which the Plan Participant attains age 70½ or, if later, retires, from service with the Plan Sponsor. Distributions to Plan Participants and Beneficiaries shall be made in accordance with the requirements of IRC Section 401(a)(9) and regulations thereunder. Where permitted by Applicable Law, a Plan Participant or a Beneficiary may aggregate the Contract to which

this Endorsement is attached with other contracts issued under the Plan, or in the case of 403(b) contracts, with other 403(b) contracts or accounts, in determining the distribution that must be taken from the Contract to which this Endorsement is attached. Any Beneficiary of a Plan Participant who is entitled to an amount under the Contract upon the death of the Plan Participant will be allowed to elect any distribution option that is allowed under the IRC and that is otherwise available under the Contract and the Plan, with respect to such amount.

DEATH BENEFIT DISTRIBUTION

Beginning in the calendar year following the calendar year of the Plan Participant's death, the Contract Value shall be paid to the Beneficiary in a lump sum. Alternatively, with respect to the Contract Value, if the Beneficiary is a natural person, then at the Beneficiary's election, distribution can be made in annual installments with the distribution period determined under this section. If the Beneficiary is the Plan Participant's surviving spouse, the distribution period is equal to the Beneficiary's life expectancy using the single life table in Section 1.401(a)(9)-9, A-1, of the Income Tax Regulations for the spouse's age on the spouse's birthday for that year. If the Beneficiary is not the Plan Participant's surviving spouse, the distribution period is the Beneficiary's life expectancy determined in the year following the year of the Plan Participant's death using the single life table in section 1.401(a)(9)-9, A-1, of the Income Tax Regulations for the Beneficiary's birthday for that year, reduced by one for each year that has elapsed after that year. For any year, a Beneficiary can elect distribution of a greater amount (not to exceed the amount of the remaining Contract Value) in lieu of the amount calculated using this formula.

INCIDENTAL BENEFIT

Benefits under the Contract may be limited if and to the extent necessary to comply with any applicable incidental benefit requirements and limitations applicable to the Contract under the IRC.

VESTING

Except as may be provided in the Plan and in conformity with Applicable Law, the Plan Participant's rights under the Contract are fully vested and nonforfeitable. To the extent that any unvested employer contributions are forfeitable under the terms of the plan, the portion that is forfeitable will be accounted for separately.

ANNUITY PAYMENT OPTIONS

The tables in the ANNUITY PAYMENT OPTIONS section of the Contract are deleted and replaced by the following tables:

FIXED ANNUITY PAYMENT OPTIONS TABLE

BASIS OF COMPUTATION

The actuarial basis for the Table of Annuity Rates is the Annuity 2000 Mortality Table with a guaranteed interest rate of 1.50%, with quinquennial age setbacks. For every five years that the Contract has been in effect at the time of annuitization, the Annuitant's age will be set back by one year to determine the applicable factors. The Fixed Annuity Payment Options Table does not include any applicable premium tax.

OPTIONS 1 & 4 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000 (Monthly installments for ages not shown will be furnished upon request.)

Setback Age of Annuitant	Option 1 Life Annuity	Option 4 Life Annuity (with 120 payments guaranteed)	Option 4 Life Annuity (with 240 payments guaranteed)
55	3.53	3.50	3.38
56	3.61	3.58	3.44
57	3.71	3.67	3.51
58	3.80	3.76	3.58
59	3.91	3.85	3.65
60	4.02	3.96	3.72
61	4.13	4.06	3.79
62	4.26	4.18	3.87
63	4.39	4.30	3.94
64	4.53	4.42	4.01
65	4.69	4.55	4.08
66	4.85	4.69	4.15
67	5.02	4.83	4.22
68	5.20	4.98	4.29
69	5.40	5.14	4.35
70	5.61	5.31	4.41
71	5.84	5.48	4.47
72	6.08	5.65	4.52
73	6.34	5.83	4.56
74	6.62	6.02	4.61
75	6.92	6.21	4.64
76	7.24	6.40	4.67
77	7.59	6.59	4.70
78	7.96	6.79	4.73
79	8.37	6.98	4.74
80	8.80	7.17	4.76
81	9.27	7.35	4.77
82	9.77	7.53	4.79
83	10.31	7.69	4.79
84	10.88	7.85	4.80
85	11.50	8.00	4.81
86	12.17	8.13	4.81
87	12.87	8.25	4.81
88	13.62	8.36	4.81
89	14.42	8.46	4.81
90	15.25	8.55	4.81
91	16.13	8.62	4.81
92	17.06	8.69	4.81
93	18.03	8.75	4.81
94	19.05	8.80	4.81
95	20.14	8.84	4.81

OPTION 2 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000
 (Monthly installments for ages not shown will be furnished upon request.)
Joint & 100% Survivor Life Annuity

Setback Age of <u>Annuitant</u>	<u>Setback Age of Annuitant</u>								
	55	60	65	70	75	80	85	90	95
55	3.01	3.15	3.27	3.36	3.43	3.47	3.50	3.51	3.52
60	3.15	3.36	3.55	3.71	3.82	3.90	3.96	3.98	4.00
65	3.27	3.55	3.83	4.08	4.29	4.45	4.55	4.61	4.65
70	3.36	3.71	4.08	4.46	4.81	5.10	5.31	5.44	5.52
75	3.43	3.82	4.29	4.81	5.35	5.85	6.25	6.52	6.69
80	3.47	3.90	4.45	5.10	5.85	6.62	7.33	7.87	8.24
85	3.50	3.96	4.55	5.31	6.25	7.33	8.44	9.41	10.16
90	3.51	3.98	4.61	5.44	6.52	7.87	9.41	10.94	12.26
95	3.52	4.00	4.65	5.52	6.69	8.24	10.16	12.26	14.28

OPTION 3 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000
 (Monthly installments for ages not shown will be furnished upon request)
Joint & 100% Survivor Life Annuity (w/120 payments guaranteed)

Setback Age of <u>Annuitant</u>	<u>Setback Age of Annuitant</u>								
	55	60	65	70	75	80	85	90	95
55	3.01	3.15	3.27	3.36	3.42	3.46	3.48	3.49	3.50
60	3.15	3.36	3.54	3.70	3.81	3.89	3.93	3.95	3.95
65	3.27	3.54	3.82	4.07	4.27	4.41	4.49	4.53	4.55
70	3.36	3.70	4.07	4.44	4.77	5.02	5.18	5.26	5.29
75	3.42	3.81	4.27	4.77	5.26	5.67	5.96	6.11	6.18
80	3.46	3.89	4.41	5.02	5.67	6.28	6.73	7.00	7.12
85	3.48	3.93	4.49	5.18	5.96	6.73	7.35	7.73	7.92
90	3.49	3.95	4.53	5.26	6.11	7.00	7.73	8.20	8.45
95	3.50	3.95	4.55	5.29	6.18	7.12	7.92	8.45	8.73

OPTION 3 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000
 (Monthly installments for ages not shown will be furnished upon request)
Joint & 100% Survivor Life Annuity (w/240 payments guaranteed)

Setback Age of <u>Annuitant</u>	<u>Setback Age of Annuitant</u>								
	55	60	65	70	75	80	85	90	95
55	3.00	3.13	3.24	3.31	3.35	3.37	3.38	3.38	3.38
60	3.13	3.33	3.49	3.61	3.68	3.71	3.72	3.72	3.72
65	3.24	3.49	3.72	3.90	4.01	4.06	4.08	4.08	4.08
70	3.31	3.61	3.90	4.14	4.30	4.38	4.41	4.41	4.41
75	3.35	3.68	4.01	4.30	4.50	4.60	4.63	4.64	4.64
80	3.37	3.71	4.06	4.38	4.60	4.71	4.75	4.76	4.76
85	3.38	3.72	4.08	4.41	4.63	4.75	4.80	4.80	4.81
90	3.38	3.72	4.08	4.41	4.64	4.76	4.80	4.81	4.81
95	3.38	3.72	4.08	4.41	4.64	4.76	4.81	4.81	4.81

OPTION 5 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000

Fixed Payment for Specified Period							
<u>Number of Years</u>	<u>Monthly Payment</u>	<u>Number of Years</u>	<u>Monthly Payment</u>	<u>Number of Years</u>	<u>Monthly Payment</u>	<u>Number of Years</u>	<u>Monthly Payment</u>
		10	8.96	17	5.55	24	4.13
		11	8.21	18	5.27	25	3.99
5	17.28	12	7.58	19	5.03	26	3.86
6	14.51	13	7.05	20	4.81	27	3.75
7	12.53	14	6.59	21	4.62	28	3.64
8	11.04	15	6.20	22	4.44	29	3.54
9	9.89	16	5.85	23	4.28	30	3.44

VARIABLE ANNUITY PAYMENT OPTIONS TABLE

BASIS OF COMPUTATION

The actuarial basis for the Table of Annuity Rates is the Annuity 2000 Mortality Table with an effective annual Assumed Investment Rate of 3.50%, with quinquennial age setbacks. For every five years that the Contract has been in effect at the time of annuitization, the Annuitant's age will be set back by one year to determine the applicable factors. The Variable Annuity Payment Options Table does not include any applicable premium tax.

OPTIONS 1v & 4v - TABLE OF MONTHLY INSTALLMENTS PER \$1,000

(Monthly installments for ages not shown will be furnished upon request.)

Setback Age of Annuitant	Option 1v Life Annuity	Option 4v Life Annuity (with 120 payments guaranteed)	Option 4v Life Annuity (with 240 payments guaranteed)
55	4.64	4.59	4.44
56	4.72	4.67	4.50
57	4.82	4.76	4.56
58	4.91	4.85	4.63
59	5.01	4.94	4.69
60	5.12	5.04	4.76
61	5.24	5.14	4.82
62	5.37	5.25	4.89
63	5.50	5.37	4.96
64	5.64	5.49	5.02
65	5.79	5.62	5.09
66	5.96	5.75	5.15
67	6.13	5.89	5.22
68	6.32	6.04	5.28
69	6.52	6.19	5.33
70	6.73	6.35	5.39
71	6.96	6.51	5.44
72	7.21	6.68	5.48
73	7.47	6.86	5.53
74	7.76	7.04	5.56
75	8.06	7.22	5.60
76	8.39	7.40	5.63
77	8.75	7.59	5.65
78	9.13	7.78	5.67
79	9.54	7.96	5.69
80	9.98	8.14	5.71
81	10.45	8.31	5.72
82	10.96	8.48	5.73
83	11.51	8.63	5.74
84	12.10	8.78	5.74
85	12.73	8.92	5.75
86	13.40	9.04	5.75
87	14.12	9.16	5.75
88	14.88	9.26	5.75
89	15.68	9.35	5.75
90	16.53	9.44	5.75
91	17.42	9.51	5.75
92	18.35	9.57	5.75
93	19.32	9.63	5.75
94	20.35	9.68	5.75
95	21.44	9.72	5.75

OPTION 2v - TABLE OF MONTHLY INSTALLMENTS PER \$1,000
(Monthly installments for ages not shown will be furnished upon request.)
Joint & 100% Survivor Life Annuity

Setback Age of Annuitant	Setback Age of Annuitant								
	55	60	65	70	75	80	85	90	95
55	4.09	4.22	4.34	4.44	4.51	4.56	4.59	4.61	4.62
60	4.22	4.42	4.60	4.76	4.89	4.98	5.04	5.08	5.10
65	4.34	4.60	4.87	5.12	5.34	5.51	5.62	5.70	5.74
70	4.44	4.76	5.12	5.49	5.85	6.15	6.37	6.52	6.61
75	4.51	4.89	5.34	5.85	6.38	6.89	7.30	7.60	7.79
80	4.56	4.98	5.51	6.15	6.89	7.66	8.38	8.94	9.34
85	4.59	5.04	5.62	6.37	7.30	8.38	9.49	10.48	11.25
90	4.61	5.08	5.70	6.52	7.60	8.94	10.48	12.01	13.35
95	4.62	5.10	5.74	6.61	7.79	9.34	11.25	13.35	15.36

OPTION 3v - TABLE OF MONTHLY INSTALLMENTS PER \$1,000
(Monthly installments for ages not shown will be furnished upon request)
Joint & 100% Survivor Life Annuity (w/120 payments guaranteed)

Setback Age of Annuitant	Setback Age of Annuitant								
	55	60	65	70	75	80	85	90	95
55	4.08	4.22	4.34	4.43	4.50	4.55	4.57	4.59	4.59
60	4.22	4.41	4.60	4.75	4.87	4.95	5.00	5.02	5.03
65	4.34	4.60	4.86	5.10	5.31	5.46	5.55	5.59	5.61
70	4.43	4.75	5.10	5.46	5.79	6.05	6.21	6.30	6.34
75	4.50	4.87	5.31	5.79	6.27	6.68	6.96	7.12	7.19
80	4.55	4.95	5.46	6.05	6.68	7.26	7.70	7.96	8.09
85	4.57	5.00	5.55	6.21	6.96	7.70	8.29	8.66	8.85
90	4.59	5.02	5.59	6.30	7.12	7.96	8.66	9.11	9.34
95	4.59	5.03	5.61	6.34	7.19	8.09	8.85	9.34	9.61

OPTION 3v - TABLE OF MONTHLY INSTALLMENTS PER \$1,000
(Monthly installments for ages not shown will be furnished upon request)
Joint & 100% Survivor Life Annuity (w/240 payments guaranteed)

Setback Age of Annuitant	Setback Age of Annuitant								
	55	60	65	70	75	80	85	90	95
55	4.07	4.20	4.30	4.37	4.42	4.43	4.44	4.44	4.44
60	4.20	4.38	4.53	4.65	4.71	4.74	4.76	4.76	4.76
65	4.30	4.53	4.74	4.91	5.02	5.07	5.09	5.09	5.09
70	4.37	4.65	4.91	5.14	5.28	5.36	5.38	5.39	5.39
75	4.42	4.71	5.02	5.28	5.46	5.56	5.59	5.60	5.60
80	4.43	4.74	5.07	5.36	5.56	5.66	5.70	5.70	5.71
85	4.44	4.76	5.09	5.38	5.59	5.70	5.74	5.75	5.75
90	4.44	4.76	5.09	5.39	5.60	5.70	5.75	5.75	5.75
95	4.44	4.76	5.09	5.39	5.60	5.71	5.75	5.75	5.75

OPTION 5v - TABLE OF MONTHLY INSTALLMENTS PER \$1,000

Payments for a Specified Period

<u>Number of Years</u>	<u>Monthly Payment</u>						
		10	9.83	17	6.47	24	5.09
		11	9.09	18	6.20	25	4.96
5	18.12	12	8.46	19	5.97	26	4.84
6	15.35	13	7.94	20	5.75	27	4.73
7	13.38	14	7.49	21	5.56	28	4.63
8	11.90	15	7.10	22	5.39	29	4.53
9	10.75	16	6.76	23	5.24	30	4.45

All other terms and conditions of the Contract remain unchanged.

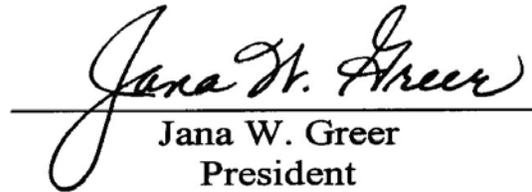
Signed for the Company to be effective on the later of January 1, 2009 or the Contract Date.

AIG SUNAMERICA LIFE ASSURANCE COMPANY



Mallery L. Reznik

**Senior Vice President, Legal & Regulatory Affairs,
Variable Products and Deputy General Counsel**



**Jana W. Greer
President**

AIG SUNAMERICA LIFE ASSURANCE COMPANY

IRC SECTION 403(b) ANNUITY ENDORSEMENT

This Endorsement amends the Certificate to which it is attached and any Endorsement attached thereto, and, through such attachment, part of the Group Annuity Contract (the "Contract") of which the Certificate is part.

The Certificate, with this Endorsement, is issued as a tax sheltered annuity under Internal Revenue Code ("IRC") Section 403(b). The Certificate may be used with an arrangement not subject to the Employee Retirement Income Security Act of 1974, as amended (together with applicable regulations, "ERISA") or an arrangement that is subject to ERISA (an "ERISA Plan"). We reserve the right to amend the Certificate and this Endorsement from time to time, without the Contractholder's or the Participant's consent, when necessary to comply with the provisions of the IRC, related regulations and, if applicable, ERISA, in order to maintain this as an IRC Section 403(b) annuity contract. We also reserve the right to return contributions to the extent necessary to assure compliance with the requirements of IRC Section 403(b). No Withdrawal Charge shall apply to any such returned contribution.

The Certificate and Contract may be used with an arrangement that is not an ERISA Plan because the arrangement satisfies the requirements of ERISA Regulation 2510.3-2(f) as not being established or maintained by an employer (a "Regulatory Non-ERISA Arrangement"). If the Contract and Certificate have been issued in connection with a Regulatory Non-ERISA Arrangement, it is so indicated on the Certificate Data Page and Payments will be treated as not being subject to ERISA. In such event, the Contractholder shall merely hold the Contract in its name and all rights under the Contract shall be enforceable solely by the Participant, a Beneficiary of the Participant or by an authorized representative of such Participant or Beneficiary.

The Certificate and Contract may also be used with an arrangement that is not an ERISA Plan because it is exempt under Section 4 (b) of ERISA as a governmental or non-electing church plan (a "Statutory Non-ERISA Plan"). If the Contract and Certificate have been issued in connection with a Statutory Non-ERISA Plan, it is indicated on the Certificate Data Page and Payments will be treated as not being subject to ERISA. The Certificate Data Page will also indicate whether the Statutory Non-ERISA Plan has employer non-salary reduction contributions, a plan document and a Plan Administrator. If it has such contributions, a plan document and a Plan Administrator, it, along with any ERISA Plan, will be referred to as a "Plan" in this Endorsement. If it does not, it will not be included within the meaning of a Plan.

Notwithstanding any provision contained therein to the contrary, the Certificate to which this Endorsement is attached is amended as follows:

CONTRACTHOLDER, PARTICIPANT AND ANNUITANT

The Contractholder must be an organization described in IRC Section 403(b)(1)(A) or a Trustee serving as the nominal holder of the Contract. The term "Employee" or "Participant", as used in this Endorsement, shall mean the individual Employee (including a former employee, beneficiaries of a deceased employee and any alternate Payee under qualified Domestic Relations Orders as and to the extent applicable) for whose benefit an organization described in IRC Section

403(b)(1)(A) has established an annuity arrangement under IRC Section 403(b). Such Employee shall be the Annuitant and the Participant.

If the Certificate and Contract are issued to an organization described in IRC Section 403(b)(1)(A) and We are notified in writing, employees of entities within the Contractholder's control group, with the meaning of IRC Section 414(b) or (c), covered by the Plan and which are organizations described in Section 403(b)(1)(A) may also be covered under this Certificate(a "Related Entity").

The Participant and the Annuitant must be the same. The Annuitant cannot be changed, except as otherwise permitted under the IRC. A joint Participant cannot be named. All distributions made while the Employee is alive must be made to the Employee, unless subject to a Qualified Domestic Relations Order. The entire interest of the Employee in the Certificate is for the exclusive benefit of the Employee and his or her beneficiaries as such and each Employee shall have a separate account which is separately recorded and kept as represented by the Certificate.

The Plan Administrator shall be treated as agent for an organization described in IRC Section 403(b)(1)(A) unless We are notified otherwise in writing by the Contractholder. The Plan Year for a Plan shall be the calendar year unless We are notified otherwise in writing by the Plan Administrator.

NONTRANSFERABLE AND NONFORFEITABLE

The interest of the Employee in the Certificate is non-transferable within the meaning of IRC Section 401(g). In particular, such interest may not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of any obligation or for any other purpose to any person other than Us. To the extent permitted by law no amount payable under the Certificate shall be subject to legal process or attachment for payment of any claims against any Participant. The interest of the Employee in the Certificate except as provided by law or the Plan, with regard to non-salary reduction contributions, is non-forfeitable, except to the extent of any vesting schedule which is provided in the Plan and which is consistent with applicable law.

PAYMENTS

Purchase payments ("Payments"), must be made by an organization described in IRC Section 403(b)(1)(A), except in the case of rollover contributions under IRC Section 402(e) or a nontaxable transfer or exchange pursuant to IRS regulations from another contract qualifying under IRC Section 403(b) or a custodial account qualifying under IRC Section 403(b)(7) (the "Exception Payments"). Payments may be either Employer contributions or salary reduction contributions. No after tax contributions are permitted to be made under the Certificate unless agreed to in writing by Us.

Exception Payments may be made only to the extent permitted by the Plan. Unless, and until We are notified in writing otherwise by the Plan Administrator, We shall be entitled to assume that all Exception Payments are permitted by the Plan.

The Employee must be an employee of the Contractholder or a Related Entity with regard to salary reduction or Employee contributions except that, if the Contractholder is a Trustee, salary reduction and Employer contributions may be for any employee of an organization described in IRC Section 403(b)(1)(A). Exception payments may be made with regard to any amounts originating from an IRC Section 403(b) arrangement to the extent permitted by law. Payments made pursuant to a salary reduction agreement shall be limited to the extent provided in IRC

Section 402(g). Payments shall not exceed the limitations on contributions under IRC Section 403(b)(2) and IRC Section 415. All payments must be in cash.

To the extent Payments are in excess of the amounts permitted under IRC Sections 402(g), 415, or 403(b), We may distribute amounts equal to such excess as permitted by applicable law, including but not limited to Treasury Regulation Section 1.415-6(b)(6)(iv).

Pursuant to Treasury Regulation Section 1.415-6(b)(6)(iv), if as a result of the allocation of forfeitures, reasonable error in estimating an Employee's annual compensation, a reasonable error in determining the amount of elective deferrals (within the meaning of IRC Section 402(g)(3)) that may be made with respect to any individual under the limits of IRC Section 415, or under other limited facts and circumstances that the Commissioner of the Internal Revenue Service finds justify the availability of the rules of the Section, the annual additions for an Employee would exceed the limitation of Section 415 applicable to the Employee, the excess payments (together with earnings thereon) shall upon the written request of the Employee or Plan Administrator to be distributed to the Employee.

If the Employee or Plan Administrator notifies Us in writing prior to March 1 following the close of the Employee's tax year of any excess deferrals available under IRC Section 402(g) made by him or her to the Certificate, We will use reasonable efforts to distribute such amounts (and income allocable to that amount) to the Employee by April 15.

In addition, Payments are further limited as otherwise provided in this Endorsement. Any minimum required Payment set forth in the Certificate or Group Annuity Contract shall not apply.

Any Exception Payment made pursuant to an exchange or transfer shall be treated as (a) salary reduction contributions made after December 31, 1988 for purposes of the limitations on withdrawals under Sections 9 and 10 of the Endorsement unless such amounts were not prior to transfer subject to the limitations of IRC Sections 403(b)(11) or 403(b)(7) and We are provided in a form satisfactory to Us prior to such Exception Payment being made to Us both evidence of such amounts not being subject to such limitation and a record of the amount and type of contribution, and any income thereon, which was not subject to such limitations and (b) made after December 1, 1986, unless such amounts were accrued as of December 31, 1986 and We are provided in a form satisfactory to Us prior to such Exception Payment being made to Us both evidence of such amounts being accrued as of December 31, 1986.

With regard to any Exceptions Payments, We may require proof that such amounts meet the requirements of the IRC and the applicable rules and regulations thereunder.

REQUIRED DISTRIBUTIONS

Unless an exception otherwise applies under applicable law, distributions to the Participant must begin by April 1 of the year following the year in which the Participant attains age 70½ or, if later, retires from service with the Employer. Distributions to the Participant and Beneficiary shall be made in accordance with the requirements of IRC Section 401(a)(9) and regulations thereunder. Where permitted by applicable law, a Participant or Beneficiary may aggregate the Certificate to which this Endorsement is attached, with other 403(b) contracts or accounts, in determining the distribution that must be taken from the Certificate. Any Beneficiary of a Participant who is

entitled to an amount under the Certificate upon the death of the Participant will be allowed to elect any distribution option that is allowed under the IRC and that is otherwise available under the Certificate and the Plan, with respect to such amount.

DEATH BENEFIT DISTRIBUTION

Beginning in the calendar year following the calendar year of the Participant's death, the Certificate Value shall be paid to the Beneficiary in a lump sum. Alternatively, with respect to the Certificate Value, if the Beneficiary is a natural person, then at the Beneficiary's election, distribution can be made in annual installments with the distribution period determined under this section. If the Beneficiary is the Participant's surviving spouse, the distribution period is equal to the Beneficiary's life expectancy using the single life table in Section 1.401(a)(9)-9, A-1, of the Income Tax Regulations for the spouse's as on the spouse's birthday for that year. If the Beneficiary is not the Participant's surviving spouse, the distribution period is the Beneficiary's life expectancy determined in the year following the year of the Participant's death using the single life table in Section 1.401(a)(9)-9, A-1, of the Income Tax Regulations for the Beneficiary's birthday for that year, reduced by one for each year that has elapsed after that year. For any year, a Beneficiary can elect distribution of a greater amount (not to exceed the amount of the remaining Certificate Value) in lieu of the amount calculated using this formula.

WITHDRAWAL OF CONTRIBUTIONS

Withdrawals and other distributions attributable to contributions made pursuant to a salary reduction agreement after December 31, 1988, and the earnings on such contributions and earnings on the salary reduction contributions and earnings thereon held on December 31, 1988, shall not be paid unless the Employee has reached age 59-1/2, separated from service, died, become disabled (within the meaning of IRC Section 72(m)(7)) or incurred a hardship; provided that amounts permitted to be distributed in the event of hardship shall be limited to actual salary deferral contributions (excluding earnings thereon); and provided further that amounts may be distributed pursuant to a qualified domestic relations order to the extent permitted by IRC Section 414(p). Code Section 72(m)(7) provides that an individual shall be considered disabled if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration. In addition to the foregoing, if the Certificate is used in connection with a Plan, withdrawals and other distributions are not permitted except in accordance with the Plan terms as certified in writing to Us by the Plan Administrator and a certification of the Plan Administrator that such terms and the above requirement have been satisfied.

WITHDRAWAL OF CUSTODIAL ACCOUNT CONTRIBUTIONS

Payments made by a nontaxable transfer from a custodial account qualifying under IRC Section 403(b)(7) (or amounts attributable to such an account), will not, except to the extent otherwise permitted by the IRC, be paid or made available before the Employee dies, attains age 59-1/2, separates from service, becomes disabled (within the meaning of IRC Section 72(m)(7), as defined in Section 9 above), or in the case of such amounts attributable to contributions made pursuant to a salary reduction agreement, encounters financial hardship; provided, that such amounts permitted to be paid or made available in the event of financial hardship shall be limited to amounts attributable to actual salary deferral contributions (excluding earnings thereon); and provided further, that amounts may be distributed pursuant to a qualified domestic relations order to the extent permitted by IRC Section 414(p). The WITHDRAWAL OF CONTRIBUTIONS section of this Endorsement shall not apply to payments or earnings subject to this section, which shall instead govern. Notwithstanding the foregoing, withdrawals and other distributions are not

permitted except in accord with the terms of the Plan as certified in writing to Us by the Plan Administrator and a certificate of the Plan Administrator that such terms and the above requirement have been satisfied.

HARDSHIP WITHDRAWALS

Hardship withdrawals are permitted in accordance with the WITHDRAWAL OF CONTRIBUTIONS and WITHDRAWAL OF CUSTODIAL ACCOUNT CONTRIBUTIONS above in the event of an Immediate and Heavy Financial Need of the Employee where such withdrawal is Necessary to Satisfy such Financial Need, within the meaning of the IRC, provided that hardship withdrawals shall be permitted only to the extent permitted in the Plan as certified in writing to Us by the Plan Administrator.

Unless otherwise provided by the Plan, an Immediate and Heavy Financial Need is limited to:

- (a) Payment of costs for unreimbursed medical care (as defined in the IRC) previously incurred by the Employee or his or her spouse or dependent (or necessary for those persons to obtain such medical care); or
- (b) Payment of tuition, related educational fees and room and board expenses for the next twelve (12) months of post-secondary education of the Employee or his or her spouse, children or other dependents (so claimed on the Participant's Federal Income Tax return); or
- (c) Payment of costs directly related to the purchase (exclusive of mortgage payments) of a principal residence for the Employee; or
- (d) Payment of amounts needed to prevent the eviction of the Employee from his or her principal residence or foreclosure on the mortgage of the Employee's principal residence; or
- (e) Payments for burial or funeral expenses for the Employee's deceased parent, spouse, children or dependents (as defined in IRC Section 152, without regard to IRC Section 152(d)(1)(B)); or
- (f) Expense for the repair or damage to the Employee's principal residents that would qualify for the casualty deduction under IRC Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income); or

Such other financial needs as may be specifically promulgated by the Internal Revenue Service as part of its "safe harbor" definition of an Immediate and Heavy Financial Need.

In order to evidence that the withdrawal is necessary to satisfy such financial need the following conditions must be satisfied:

- (a) The amount cannot be more than the amount needed to satisfy the need, together with any amounts necessary to pay any Federal, state or local income taxes or

penalties reasonably anticipated to result from the distribution;

- (b) The Employee has obtained all distributions, except for hardship distributions, and all nontaxable loans then available under all plans and arrangements maintained by the Employee's employer;
- (c) Salary reduction elective deferral contributions ("elective deferrals") made and interest credited to such amounts prior to January 1, 1989 will be used to satisfy Employee's withdrawal request before elective deferrals made after December 31, 1988;

The Employee shall have represented to us

- (1) As to need under (a)-(f) above and as to (a), (b) and (c) above;
- (2) That Employee will not make elective deferrals or employee contributions into the Certificate or, to the extent required by the Federal tax rules, any other plan or arrangement maintained by Employee's employer during the six (6) months following Employee's hardship withdrawal;
- (3) That Employee recognizes that the withdrawal will be subject to any applicable income taxes, penalty taxes, contract charges and other applicable costs on this withdrawal;
- (4) That Employee recognizes that We do not make any representation or warranty regarding the tax consequences resulting from Employee's hardship withdrawal, that any payment made to Employee as a result of his or her representation does not constitute a determination by Us that the withdrawal meets the standards for hardship withdrawal under the IRC and that the hardship withdrawal is being made to Employee based solely on Employee's representations; and
- (5) As We otherwise require.

A hardship withdrawal will be permitted only as directed by the Plan Administrator in writing with a certification to Us that such withdrawal is in accordance with terms of the Plan and applicable law.

POLICY LOANS

Loans will be made by Us pursuant to the Certificate to a Participant, or after the Participant's death and prior to the commencement of payments to the Beneficiary, provided that loans will only be permitted to the extent permitted by the Plan as certified in writing to Us by the Plan Administrator. All such loans shall be subject to the requirements of IRC Section 72(p). In addition, the following rules shall apply:

- (a) All loans shall be evidenced by a loan agreement.
- (b) A non-refundable loan application fee may be charged for each loan application. The amount of this fee will be shown in the loan agreement.

- (c) No actual distributions to repay loans shall be made which would be in violation of IRC Section 403(b)(7) or IRC Section 403(b)(11).
- (d) We reserve the right to specify the minimum loan amount, which shall in no event be in excess of \$1,000.
- (e) The maximum amount of the loan (when combined with other then outstanding loans) shall not exceed the least of (i) if applicable, the maximum amount permitted by the Plan (ii) fifty percent (50%) if not made under an ERISA Plan or forty percent (40%) if made under an ERISA Plan, of the Employee's vested account balance from which loans may be taken or (iii) \$50,000 reduced by the excess (if any) of (x) the highest outstanding balance of loans from, or secured by, the Certificate during the one year period ending on the day before the date on which such loan was made, over (y) the outstanding balance of loans from, or secured by, the Certificate on the date on which such loan was made.
- (f) We may delay granting a loan for up to six (6) months after We receive Your request. Interest and any earnings on the amount of the deferred loan will be credited during the deferral period, subject to state requirements.
- (g) If the Certificate is annuitized, the loan shall become immediately due and payable in full and, if not repaid, the loan amount (including accrued interest) will be treated as a partial surrender.
- (h) A loan may be prepaid in whole or in part at any time. Any prepayments shall be applied to the last principal due.

All loans are made by Us and secured from a collateral Fixed Account and certain other amounts in your Certificate; provided that, if the loan is pursuant to an ERISA Plan, the amount transferred plus the additional security shall not exceed fifty percent (50%) of the Employee's vested account balance from which loans may be taken at the time of the loan including earnings on such amounts thereafter as adjusted for the security in outstanding loans. An amount equal to one hundred percent (100%) of the principal amount of the loan value will be transferred to the collateral Fixed Account. Unless instructed to the contrary by the Participant, We will first transfer to the collateral Fixed Account the Subaccount units from the Participant's investment options in proportion to the assets in each option until the required balance is reached or all such variable units are exhausted. The remaining required collateral, if any, will next be transferred from the Fixed Account Options. A collateral Fixed Account shall be maintained with regard to securitization maintained in connection with a loan. No Withdrawal Charges are deducted at the time of the loan and amounts in the collateral Fixed Account may not be withdrawn except to the extent they are in excess of the outstanding loan balance.

Until the loan has been repaid in full, that portion of the collateral Fixed Account equal to the outstanding loan balance shall be credited with interest at a rate of 2.00% less than the loan interest rate fixed by Us for the term of the loan. The remaining portion of the collateral Fixed Account will be credited with interest at the rate being earned by the Fixed Account. However, the interest rate credited to the collateral Fixed Account will never be less than 3.0%. Specific loan terms are disclosed at the time of loan application or loan issuance. With regard to loans under an ERISA Plan, if we cannot establish a reasonable rate of interest of at least 5% we may decline to make loans under such Plan.

Loans must be repaid in substantially level payments, not less frequently than quarterly. Loans used to purchase the principal residence of the Participant must be repaid within 20 years; all other loans must be repaid within 5 years. Loan repayments will consist of principal and interest in amounts set forth in the loan agreement. Loan repayments will be allocated between the Fixed Accounts and Subaccounts in the same manner as a Payment. Loan repayments will be allocated to the Certificate in accordance with the most current allocation, unless We agree otherwise. If a Plan or arrangement has multiple contribution type of accounts, we may establish a procedure to order or limit the loan as well as a procedure for allocation of payment and interest on the loan among contribution type of accounts.

If the Certificate is surrendered while the loan is outstanding the surrender value will be reduced by the amount of the loan outstanding plus accrued interest. If the Participant dies while the loan is outstanding, the Death Benefit will be reduced by the amount of the loan outstanding plus accrued interest. If Annuity Payments start while the loan is outstanding, the Certificate Value will be reduced by the amount of the outstanding loan plus accrued interest. Until the loan is repaid, We reserve the right to restrict any transfer or exchange.

If a loan payment is not made when due, interest will continue to accrue. A grace period of at least thirty (30) days will be available under the terms of the loan agreement. If a loan payment is not made when due, or by the end of applicable grace period, then the entire loan will be treated as a deemed distribution, will be taxable to the borrower, and may be subject to the early withdrawal tax penalty. Any defaulted amounts, plus accrued interest, will be deducted from the Certificate when the loan goes into default if then permitted under IRC Sections 403(b)(11) and 403(b)(7) or, if not, as soon as so permitted. Additional loans may not be available while a previous loan remains in default.

Loans may also be subject to additional limitations or restrictions under the terms of the Plan. Loans permitted under this Certificate may still be taxable in whole or part if the Participant has additional loans from other plans or contracts of the same or affiliated employer. We will calculate the maximum nontaxable loan based solely on the information provided to Us by the Participant or the Plan Administrator, in writing.

Loan repayments must be identified as such or else they will be treated as Payments, and will not be used to reduce the outstanding loan principle or interest due. We reserve the right to modify the term or procedures associated with the loan in the event of a change in the laws or regulations relating to the treatment of loans.

TAX-FREE DIRECT TRANSFERS

Direct transfers to another contract qualifying under IRC Section 403(b) or to a custodial account qualifying under IRC Section 403(b)(7) may be made only as permitted by applicable law and the terms of the Plan as certified to Us in writing by the Plan Administrator. Amounts subject to withdrawal restrictions under the IRC may only be transferred to such a contract or account with the same or more stringent restrictions. We may limit the transfer of an account with a loan outstanding unless the loan is included as part of the transferred assets.

DIRECT ROLLOVERS

A distributee may elect, at the time and in the manner prescribed by Us, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: (1) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period or ten years or more; (2) any distribution to the extent such distribution is required under IRC Sections 403(b)(10) and 401(a)(9); (3) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities) (4) any salary reduction hardship withdrawal pursuant to the HARDSHIP WITHDRAWAL section; and (5) any other distribution which in the future, is determined not to be an eligible rollover distribution under applicable law.

An eligible retirement plan is a plan described in IRC Section 402(c) that accepts the distributee's eligible rollover distributions.

A distributee includes an Employee or former Employee. In addition, the Employee or former Employee's surviving spouse and the Employee or former Employee's spouse or former spouse who is the alternative payee under a qualified domestic relations order, as defined in IRC Section 414(p), are distributees, within the meaning of this section with regard to the interest of the spouse or former spouse.

A direct rollover is a plan payment by the plan administrator or Us to the eligible retirement plan specified by the distributee. All distributions shall be made in accordance with IRC Sections 403(b)(10) and 401(a)(31).

INCIDENTAL BENEFIT

Benefits under the Certificate may be limited if and to the extent necessary to comply with any applicable incidental benefit requirements and limitations applicable to the Certificate under the IRC.

VESTING

Except as may be provided in the Plan and in conformity with applicable law, the Participant's rights under the Certificate are fully vested and nonforfeitable. To the extent that any unvested employer contributions are forfeitable under the terms of the Plan, the portion that is forfeitable will be accounted for separately.

ANNUITY PAYMENT OPTIONS

The tables in the ANNUITY PAYMENT OPTIONS section of the Certificate are deleted and replaced by the following tables:

FIXED ANNUITY PAYMENT OPTIONS TABLE

BASIS OF COMPUTATION

The actuarial basis for the Table of Annuity Rates is the Annuity 2000 Mortality Table with a guaranteed interest rate of 1.50%, with quinquennial age setbacks. For every five years that the Certificate has been in effect at the time of annuitization, the Annuitant's age will be set back by one year to determine the applicable factors. The Fixed Annuity Payment Options Table does not include any applicable premium tax.

OPTIONS 1 & 4 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000
 (Monthly installments for ages not shown will be furnished upon request.)

Setback Age of Annuitant	Option 1 Life Annuity	Option 4 Life Annuity (with 120 payments guaranteed)	Option 4 Life Annuity (with 240 payments guaranteed)
55	3.53	3.50	3.38
56	3.61	3.58	3.44
57	3.71	3.67	3.51
58	3.80	3.76	3.58
59	3.91	3.85	3.65
60	4.02	3.96	3.72
61	4.13	4.06	3.79
62	4.26	4.18	3.87
63	4.39	4.30	3.94
64	4.53	4.42	4.01
65	4.69	4.55	4.08
66	4.85	4.69	4.15
67	5.02	4.83	4.22
68	5.20	4.98	4.29
69	5.40	5.14	4.35
70	5.61	5.31	4.41
71	5.84	5.48	4.47
72	6.08	5.65	4.52
73	6.34	5.83	4.56
74	6.62	6.02	4.61
75	6.92	6.21	4.64
76	7.24	6.40	4.67
77	7.59	6.59	4.70
78	7.96	6.79	4.73
79	8.37	6.98	4.74
80	8.80	7.17	4.76
81	9.27	7.35	4.77
82	9.77	7.53	4.79
83	10.31	7.69	4.79
84	10.88	7.85	4.80
85	11.50	8.00	4.81
86	12.17	8.13	4.81
87	12.87	8.25	4.81
88	13.62	8.36	4.81
89	14.42	8.46	4.81
90	15.25	8.55	4.81
91	16.13	8.62	4.81
92	17.06	8.69	4.81
93	18.03	8.75	4.81
94	19.05	8.80	4.81
95	20.14	8.84	4.81

OPTION 2 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000
 (Monthly installments for ages not shown will be furnished upon request.)
Joint & 100% Survivor Life Annuity

Setback Age of Annuitant	Setback Age of Annuitant								
	55	60	65	70	75	80	85	90	95
55	3.01	3.15	3.27	3.36	3.43	3.47	3.50	3.51	3.52
60	3.15	3.36	3.55	3.71	3.82	3.90	3.96	3.98	4.00
65	3.27	3.55	3.83	4.08	4.29	4.45	4.55	4.61	4.65
70	3.36	3.71	4.08	4.46	4.81	5.10	5.31	5.44	5.52
75	3.43	3.82	4.29	4.81	5.35	5.85	6.25	6.52	6.69
80	3.47	3.90	4.45	5.10	5.85	6.62	7.33	7.87	8.24
85	3.50	3.96	4.55	5.31	6.25	7.33	8.44	9.41	10.16
90	3.51	3.98	4.61	5.44	6.52	7.87	9.41	10.94	12.26
95	3.52	4.00	4.65	5.52	6.69	8.24	10.16	12.26	14.28

OPTION 3 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000
 (Monthly installments for ages not shown will be furnished upon request.)
Joint & 100% Survivor Life Annuity (w/120 payments guaranteed)

Setback Age of Annuitant	Setback Age of Annuitant								
	55	60	65	70	75	80	85	90	95
55	3.01	3.15	3.27	3.36	3.42	3.46	3.48	3.49	3.50
60	3.15	3.36	3.54	3.70	3.81	3.89	3.93	3.95	3.95
65	3.27	3.54	3.82	4.07	4.27	4.41	4.49	4.53	4.55
70	3.36	3.70	4.07	4.44	4.77	5.02	5.18	5.26	5.29
75	3.42	3.81	4.27	4.77	5.26	5.67	5.96	6.11	6.18
80	3.46	3.89	4.41	5.02	5.67	6.28	6.73	7.00	7.12
85	3.48	3.93	4.49	5.18	5.96	6.73	7.35	7.73	7.92
90	3.49	3.95	4.53	5.26	6.11	7.00	7.73	8.20	8.45
95	3.50	3.95	4.55	5.29	6.18	7.12	7.92	8.45	8.73

OPTION 3 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000
 (Monthly installments for ages not shown will be furnished upon request)
 Joint & 100% Survivor Life Annuity (w/240 payments guaranteed)

Setback Age of Annuitant	Setback Age of Annuitant								
	55	60	65	70	75	80	85	90	95
55	3.00	3.13	3.24	3.31	3.35	3.37	3.38	3.38	3.38
60	3.13	3.33	3.49	3.61	3.68	3.71	3.72	3.72	3.72
65	3.24	3.49	3.72	3.90	4.01	4.06	4.08	4.08	4.08
70	3.31	3.61	3.90	4.14	4.30	4.38	4.41	4.41	4.41
75	3.35	3.68	4.01	4.30	4.50	4.60	4.63	4.64	4.64
80	3.37	3.71	4.06	4.38	4.60	4.71	4.75	4.76	4.76
85	3.38	3.72	4.08	4.41	4.63	4.75	4.80	4.80	4.81
90	3.38	3.72	4.08	4.41	4.64	4.76	4.80	4.81	4.81
95	3.38	3.72	4.08	4.41	4.64	4.76	4.81	4.81	4.81

OPTION 5 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000

Number of Years	Fixed Payment for Specified Period						
	Monthly Payment	Number of Years	Monthly Payment	Number of Years	Monthly Payment	Number of Years	Monthly Payment
		10	8.96	17	5.55	24	4.13
		11	8.21	18	5.27	25	3.99
5	17.28	12	7.58	19	5.03	26	3.86
6	14.51	13	7.05	20	4.81	27	3.75
7	12.53	14	6.59	21	4.62	28	3.64
8	11.04	15	6.20	22	4.44	29	3.54
9	9.89	16	5.85	23	4.28	30	3.44

VARIABLE ANNUITY PAYMENT OPTIONS TABLE

BASIS OF COMPUTATION

The actuarial basis for the Table of Annuity Rates is the Annuity 2000 Mortality Table with an effective annual Assumed Investment Rate of 3.50%, with quinquennial age setbacks. For every five years that the Certificate has been in effect at the time of annuitization, the Annuitant's age will be set back by one year to determine the applicable factors. The Variable Annuity Payment Options Table does not include any applicable premium tax.

OPTIONS 1v & 4v – TABLE OF MONTHLY INSTALLMENTS PER \$1,000 (Monthly installments for ages not shown will be furnished upon request.)

Setback Age of Annuitant	Option 1v Life Annuity	Option 4v Life Annuity (with 120 payments guaranteed)	Option 4v Life Annuity (with 240 payments guaranteed)
55	4.64	4.59	4.44
56	4.72	4.67	4.50
57	4.82	4.76	4.56
58	4.91	4.85	4.63
59	5.01	4.94	4.69
60	5.12	5.04	4.76
61	5.24	5.14	4.82
62	5.37	5.25	4.89
63	5.50	5.37	4.96
64	5.64	5.49	5.02
65	5.79	5.62	5.09
66	5.96	5.75	5.15
67	6.13	5.89	5.22
68	6.32	6.04	5.28
69	6.52	6.19	5.33
70	6.73	6.35	5.39
71	6.96	6.51	5.44
72	7.21	6.68	5.48
73	7.47	6.86	5.53
74	7.76	7.04	5.56
75	8.06	7.22	5.60
76	8.39	7.40	5.63
77	8.75	7.59	5.65
78	9.13	7.78	5.67
79	9.54	7.96	5.69
80	9.98	8.14	5.71
81	10.45	8.31	5.72
82	10.96	8.48	5.73
83	11.51	8.63	5.74
84	12.10	8.78	5.74
85	12.73	8.92	5.75
86	13.40	9.04	5.75
87	14.12	9.16	5.75
88	14.88	9.26	5.75
89	15.68	9.35	5.75
90	16.53	9.44	5.75
91	17.42	9.51	5.75
92	18.35	9.57	5.75
93	19.32	9.63	5.75
94	20.35	9.68	5.75
95	21.44	9.72	5.75

OPTION 2v – TABLE OF MONTHLY INSTALLMENTS PER \$1,000
 (Monthly installments for ages not shown will be furnished upon request.)
Joint & 100% Survivor Life Annuity

Setback Age of Annuitant	Setback Age of Annuitant								
	55	60	65	70	75	80	85	90	95
55	4.09	4.22	4.34	4.44	4.51	4.56	4.59	4.61	4.62
60	4.22	4.42	4.60	4.76	4.89	4.98	5.04	5.08	5.10
65	4.34	4.60	4.87	5.12	5.34	5.51	5.62	5.70	5.74
70	4.44	4.76	5.12	5.49	5.85	6.15	6.37	6.52	6.61
75	4.51	4.89	5.34	5.85	6.38	6.89	7.30	7.60	7.79
80	4.56	4.98	5.51	6.15	6.89	7.66	8.38	8.94	9.34
85	4.59	5.04	5.62	6.37	7.30	8.38	9.49	10.48	11.25
90	4.61	5.08	5.70	6.52	7.60	8.94	10.48	12.01	13.35
95	4.62	5.10	5.74	6.61	7.79	9.34	11.25	13.35	15.36

OPTION 3v – TABLE OF MONTHLY INSTALLMENTS PER \$1,000
 (Monthly installments for ages not shown will be furnished upon request.)
Joint & 100% Survivor Life Annuity (w/120 payments guaranteed)

Setback Age of Annuitant	Setback Age of Annuitant								
	55	60	65	70	75	80	85	90	95
55	4.08	4.22	4.34	4.43	4.50	4.55	4.57	4.59	4.59
60	4.22	4.41	4.60	4.75	4.87	4.95	5.00	5.02	5.03
65	4.34	4.60	4.86	5.10	5.31	5.46	5.55	5.59	5.61
70	4.43	4.75	5.10	5.46	5.79	6.05	6.21	6.30	6.34
75	4.50	4.87	5.31	5.79	6.27	6.68	6.96	7.12	7.19
80	4.55	4.95	5.46	6.05	6.68	7.26	7.70	7.96	8.09
85	4.57	5.00	5.55	6.21	6.96	7.70	8.29	8.66	8.85
90	4.59	5.02	5.59	6.30	7.12	7.96	8.66	9.11	9.34
95	4.59	5.03	5.61	6.34	7.19	8.09	8.85	9.34	9.61

OPTION 3v - TABLE OF MONTHLY INSTALLMENTS PER \$1,000
 (Monthly installments for ages not shown will be furnished upon request)
 Joint & 100% Survivor Life Annuity (w/240 payments guaranteed)

Setback Age of Annuitant	Setback Age of Annuitant								
	55	60	65	70	75	80	85	90	95
55	4.07	4.20	4.30	4.37	4.42	4.43	4.44	4.44	4.44
60	4.20	4.38	4.53	4.65	4.71	4.74	4.76	4.76	4.76
65	4.30	4.53	4.74	4.91	5.02	5.07	5.09	5.09	5.09
70	4.37	4.65	4.91	5.14	5.28	5.36	5.38	5.39	5.39
75	4.42	4.71	5.02	5.28	5.46	5.56	5.59	5.60	5.60
80	4.43	4.74	5.07	5.36	5.56	5.66	5.70	5.70	5.71
85	4.44	4.76	5.09	5.38	5.59	5.70	5.74	5.75	5.75
90	4.44	4.76	5.09	5.39	5.60	5.70	5.75	5.75	5.75
95	4.44	4.76	5.09	5.39	5.60	5.71	5.75	5.75	5.75

OPTION 5v - TABLE OF MONTHLY INSTALLMENTS PER \$1,000
 Payments for a Specified Period

Number of Years	Monthly Payment						
		10	9.83	17	6.47	24	5.09
		11	9.09	18	6.20	25	4.96
5	18.12	12	8.46	19	5.97	26	4.84
6	15.35	13	7.94	20	5.75	27	4.73
7	13.38	14	7.49	21	5.56	28	4.63
8	11.90	15	7.10	22	5.39	29	4.53
9	10.75	16	6.76	23	5.24	30	4.45

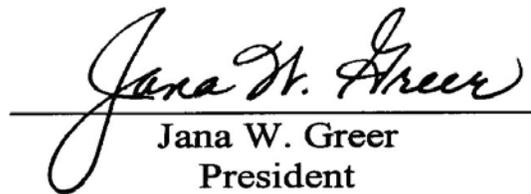
All other terms and conditions of the Certificate remain unchanged.

Signed for the Company to be effective on the later of January 1, 2009 or the Certificate Date.

AIG SUNAMERICA LIFE ASSURANCE COMPANY



Mallery L. Reznik
 Senior Vice President, Legal & Regulatory Affairs,
 Variable Products and Deputy General Counsel



Jana W. Greer
 President

SERFF Tracking Number: SALA-125808316 *State:* Arkansas
Filing Company: AIG SunAmerica Life Assurance Company *State Tracking Number:* 40335
Company Tracking Number: ASE-6232 (3/08) ET AL
TOI: A02.1G Group Annuities - Deferred Non- *Sub-TOI:* A02.1G.002 Flexible Premium
Variable and Variable
Product Name: 403(b) Endorsement
Project Name/Number: /ASE-6232

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: SALA-125808316 State: Arkansas
Filing Company: AIG SunAmerica Life Assurance Company State Tracking Number: 40335
Company Tracking Number: ASE-6232 (3/08) ET AL
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: 403(b) Endorsement
Project Name/Number: /ASE-6232

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice

09/08/2008

Comments:

Attachments:

cert of compliance signed.pdf

Fee Schedule.pdf

general c of r signed.pdf

**AIG SUNAMERICA LIFE ASSURANCE COMPANY
1 SUNAMERICA CENTER
LOS ANGELES, CALIFORNIA 90067-6022**

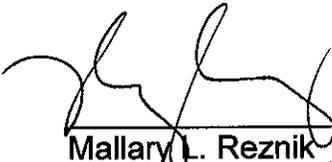
Certification of Compliance

AIG SUNAMERICA LIFE ASSURANCE COMPANY does hereby certify that the following listed form(s):

ASE-6232 (3/08); ASE-6233 (3/08)

Do comply with all Sections of the **Arkansas** Insurance Code and regulations applicable to such insurance policies and related forms, and will be so construed. We also certify that we are in compliance with Rule and Regulation 19 (2nd Revision) regarding Unfair Sex Discrimination in the Sale of Insurance.

9.12.08
Date



Mallery L. Reznik
Senior Vice President

**ARKANSAS
INSURANCE
DEPARTMENT**

**400 University Tower Building
1123 South University Ave.
Little Rock, Arkansas 72204
501-686-2900**

**Lee Douglass
Insurance Commissioner**

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name: AIG SunAmerica Life Assurance Company
1 SunAmerica Center, Los Angeles, CA 90067

Company NAIC Code: 60941

Company Contact Person & Telephone # Laura M. Bradshaw, (800) 871-2000, x 6548

* INSURANCE DEPARTMENT USE ONLY *

* *

* ANALYST: _____ AMOUNT: _____ ROUTE SLIP: _____ *

ALL FEES ARE PER EACH INSURER, PER ANNUAL STATEMENT LINE OF BUSINESS.
UNLESS OTHERWISE INDICATED.

FEE SCHEDULE FOR ADMITTED INSURERS

RATE/FORM FILINGS

Life and/or Disability policy form filing and review, per each policy, contract, annuity form, per each insurer, per each filing. * _____ x\$ 50=____
**Retaliatory__ 0__

Life and/or Disability - Filing and review of each rate filing or loss ratio guarantee filing, per each insurer. * _____ x\$ 50=____
**Retaliatory_____

Life and/or Disability Policy, Contract or Annuity Forms: Filing and review of each certificate, rider, endorsement or application if each is filed separately from the basic form. * 2 x\$ 20= \$40
**Retaliatory__ 0__

Life and/or Disability: Filing and review of Insurer's advertisements, per advertisement, per each insurer. * _____ x\$ 25=____
**Retaliatory_____

AMEND CERTIFICATE OF AUTHORITY

Review and processing of information to amend an Insurer's Certificate of Authority. * _____ x\$400=____

Filing to amend Certificate of Authority *** _____ x\$100=____

Form #(s): ASE-6232 (3/08); ASE-6233 (3/08)

(Arkansas)

AIG SUNAMERICA LIFE ASSURANCE COMPANY
1 SunAmerica Center
Los Angeles, CA 90067-6022

CERTIFICATION OF READABILITY

This is to certify that the form(s) listed below is/are in compliance with the Flesch Readability Score

A. Option Selected

- 1. Policy and its related forms are scored for the Flesch reading ease test as one unit and the combined score is _____.
- 2. Policy and its related forms are scored separately for the Flesch reading ease test. Scores for the Policy are indicated below.

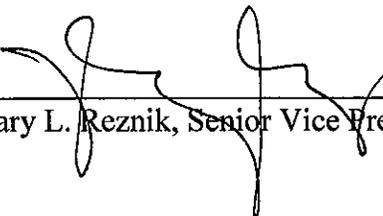
Forms and Form Numbers to which Certificate is applicable:

<u>Form</u>	<u>Form Number</u>	<u>Flesch Score</u>
Endorsement	ASE-6232 (3/08)	63.7
Endorsement	ASE-6233 (3/08)	50.3

B. Test Option Selected

- 1. Test was applied to entire policy form(s).
- 2. Test was applied on sample basis. Form(s) contain(s) more than 10,000 words. Copy of form(s) enclosed indicating word samples tested.

Signed for the Company at Los Angeles, California on 9.12.08.



Mallery L. Reznik, Senior Vice President