

SERFF Tracking Number: SALA-125936960 State: Arkansas
 Filing Company: AIG SunAmerica Life Assurance Company State Tracking Number: 41063
 Company Tracking Number: ASE-6242 (11/08) ET AL
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
 Variable and Variable
 Product Name: Optional Guaranteed Living Benefits
 Project Name/Number: Optional Guaranteed Living Benefits/ASE-6242 (11/08) et al.

Filing at a Glance

Company: AIG SunAmerica Life Assurance Company

Product Name: Optional Guaranteed Living Benefits SERFF Tr Num: SALA-125936960 State: ArkansasLH

Benefits

TOI: A02.1G Group Annuities - Deferred Non- Variable and Variable SERFF Status: Closed State Tr Num: 41063

Sub-TOI: A02.1G.002 Flexible Premium Co Tr Num: ASE-6242 (11/08) ET AL State Status: Approved-Closed

Filing Type: Form

Co Status: Reviewer(s): Linda Bird
 Authors: Tina Smith, Aly Lopez, Disposition Date: 12/17/2008
 Laura Bradshaw

Date Submitted: 12/09/2008 Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Optional Guaranteed Living Benefits

Project Number: ASE-6242 (11/08) et al.

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: Our domiciliary state, 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: Discretionary

Filing Status Changed: 12/17/2008

State Status Changed: 12/17/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

These out-of-state group annuity endorsements are being submitted for your review and approval. They are new forms and do not replace any other form previously approved by your department. Our domiciliary state, Arizona, exempts this

SERFF Tracking Number: SALA-125936960 State: Arkansas
 Filing Company: AIG SunAmerica Life Assurance Company State Tracking Number: 41063
 Company Tracking Number: ASE-6242 (11/08) ET AL
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
 Variable and Variable
 Product Name: Optional Guaranteed Living Benefits
 Project Name/Number: Optional Guaranteed Living Benefits/ASE-6242 (11/08) et al.

type of filing from review per A.R.S. 20-1110.F and R20-6-218.

These Optional Guaranteed Living Benefit Endorsements provide for immediate periodic withdrawals not to exceed a maximum annual dollar amount for the lifetime of a covered person to ensure lifetime income. The primary differences between the two endorsements are that Endorsement ASE-6244 (11/08) is a pure market-driven benefit, whereas Endorsement ASE-6242 (11/08) includes an additional component of an income credit which provides additional guarantees for the withdrawal benefit. There are charges associated with both of these Endorsements. Two separate endorsements are necessary for ease of administration.

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: 2 forms @ \$20.00 each.
 Per Company: No

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|---------|--------|----------------|---------------|
|---------|--------|----------------|---------------|

SERFF Tracking Number: SALA-125936960 State: Arkansas
Filing Company: AIG SunAmerica Life Assurance Company State Tracking Number: 41063
Company Tracking Number: ASE-6242 (11/08) ET AL
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: Optional Guaranteed Living Benefits
Project Name/Number: Optional Guaranteed Living Benefits/ASE-6242 (11/08) et al.
AIG SunAmerica Life Assurance Company \$40.00 12/09/2008 24416683

SERFF Tracking Number: SALA-125936960 State: Arkansas
Filing Company: AIG SunAmerica Life Assurance Company State Tracking Number: 41063
Company Tracking Number: ASE-6242 (11/08) ET AL
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: Optional Guaranteed Living Benefits
Project Name/Number: Optional Guaranteed Living Benefits/ASE-6242 (11/08) et al.

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|----------|------------|------------|----------------|
| Approved | Linda Bird | 12/17/2008 | 12/17/2008 |

SERFF Tracking Number: SALA-125936960 *State:* Arkansas
Filing Company: AIG SunAmerica Life Assurance Company *State Tracking Number:* 41063
Company Tracking Number: ASE-6242 (11/08) ET AL
TOI: A02.1G Group Annuities - Deferred Non- *Sub-TOI:* A02.1G.002 Flexible Premium
Variable and Variable
Product Name: Optional Guaranteed Living Benefits
Project Name/Number: Optional Guaranteed Living Benefits/ASE-6242 (11/08) et al.

Disposition

Disposition Date: 12/17/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SALA-125936960 State: Arkansas
 Filing Company: AIG SunAmerica Life Assurance Company State Tracking Number: 41063
 Company Tracking Number: ASE-6242 (11/08) ET AL
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
 Variable and Variable
 Product Name: Optional Guaranteed Living Benefits
 Project Name/Number: Optional Guaranteed Living Benefits/ASE-6242 (11/08) et al.

| Item Type | Item Name | Item Status | Public Access |
|----------------------------|---|--------------------|----------------------|
| Supporting Document | Certification/Notice | | Yes |
| Supporting Document | Application | | No |
| Supporting Document | Life & Annuity - Actuarial Memo | | No |
| Form | Optional Guaranteed Living Benefit Endorsement | | Yes |
| Form | Optional Guaranteed Living Benefit Endorsement | | Yes |

SERFF Tracking Number: SALA-125936960 State: Arkansas
 Filing Company: AIG SunAmerica Life Assurance Company State Tracking Number: 41063
 Company Tracking Number: ASE-6242 (11/08) ETAL
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
 Variable and Variable
 Product Name: Optional Guaranteed Living Benefits
 Project Name/Number: Optional Guaranteed Living Benefits/ASE-6242 (11/08) et al.

Form Schedule

Lead Form Number: ASE-6242 (11/08)

| Review Status | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|---------------|------------------|-------------|------------------------------------|---------|----------------------|-------------|--------------------------|
| | ASE-6242 (11/08) | Certificate | Optional Guaranteed Living Benefit | Initial | | 50 | ASE-6242_11-08_FINAL.pdf |
| | ASE-6244 (11/08) | Certificate | Optional Guaranteed Living Benefit | Initial | | 51 | ASE-6244_11-08_FINAL.pdf |

**AIG SUNAMERICA LIFE ASSURANCE COMPANY
OPTIONAL GUARANTEED LIVING BENEFIT ENDORSEMENT**

Notwithstanding any provision in the Contract or Certificate (“Contract”) to the contrary, this Endorsement becomes a part of the Contract to which it is attached. Should any provision in this Endorsement conflict with the Contract, the provisions of this Endorsement will prevail.

Subject to the terms and conditions set forth herein this optional Guaranteed Living Benefit Endorsement provides for guaranteed Withdrawals over the lifetime of the Covered Person(s). You may take Withdrawals under the Guaranteed Living Benefit as prescribed by this Endorsement herein while this Endorsement is in effect.

ENDORSEMENT DATA PAGE

COVERED PERSON(S): [John Doe
Jane Doe]

ENDORSEMENT EFFECTIVE DATE: [November 1, 2008]

[EXTENSION AVAILABILITY DATE: November 1, 2013]

| Contract Year(s) | Percentage of Purchase Payment Included | Eligible Purchase Payment |
|-------------------------|--|--|
| [1] | [100%] | Eligible Purchase Payment Limit |
| [2-5] | [100%] | In each Contract Year, [100%] of Purchase Payments made in Contract Year [1 (one)] not to exceed Eligible Purchase Payment Limit |
| [6+] | [0%] | In each Contract Year, [0%] of Purchase Payments made in Contract Year [1 (one)] not to exceed Eligible Purchase Payment Limit |

ELIGIBLE PURCHASE PAYMENT LIMIT: The sum of Eligible Purchase Payments cannot exceed [\$1,500,000] without prior Company approval

ENDORSEMENT FEE: Annual fee of [1.10%] of the Income Base deducted [quarterly] from Contract Value beginning [one] [quarter] following the Endorsement Effective Date and ending on the termination of this Endorsement

INITIAL INCOME BASE EVALUATION PERIOD: Beginning on the Endorsement Effective Date and ending [5] years later

[GROSS] INCOME CREDIT PERCENTAGE: [6%]

[INITIAL INCOME CREDIT PERIOD: Beginning on the Endorsement Effective Date and ending [5] years later]

[INCOME CREDIT AVAILABILITY: [At each Benefit Year anniversary during the Income Credit Period] [if Withdrawals were not made during the previous Benefit Year.]]

MAXIMUM ANNUAL WITHDRAWAL PERCENTAGE (“MAWP”):

| [Age at First Withdrawal] | MAWP | [Continuation MAWP*] |
|--|-------------|-----------------------------|
| [Less than Age 65] | [4.0%] | [3.2%] |
| [At least Age 65 but less than Age 76] | [5.0%] | [4.0%] |
| [Age 76 and over] | [6.0%] | [4.8%] |

[*The Continuation MAWP applies on the later of [10] Benefit Years after the date of the first Withdrawal or the Benefit Year anniversary following the death of the first Covered Person.]

[MINIMUM INCOME BASE: [200%] of [Eligible Purchase Payments received in Contract Year 1] [effective on the [10th] Benefit Year anniversary provided no Withdrawals are taken before the [10th] Benefit Year anniversary.]]

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.

AGE

The attained age as of the Covered Person's last birthday. If there are two Covered Persons on the Endorsement Data Page, the Age of the younger Covered Person or in the event of the death of one Covered Person, the surviving Covered Person as of their last birthday.

ANNIVERSARY VALUE

The Contract Value including any applicable Payment Enhancement(s) or Spousal Beneficiary continuation contribution minus cumulative Ineligible Purchase Payments, as measured on each Benefit Year anniversary.

BENEFIT YEAR

Each consecutive one year period starting on the Endorsement Effective Date.

[CONTINUATION MAXIMUM ANNUAL WITHDRAWAL PERCENTAGE]

The percentage used to determine the Maximum Annual Withdrawal Amount available for Withdrawal each Benefit Year under this Endorsement while the surviving Covered Person is living after spousal continuation has been elected.]

CONTRACT [ANNIVERSARY]

Each [twelve] month period starting from the [Contract/Endorsement Effective] Date.

CONTRACT [ANNIVERSARY] DATE]

The date on which each Contract [Year] begins.

[CONTRACT QUARTER VALUE]

The Contract Value on a Contract Quarter Date, decreased by cumulative Ineligible Purchase Payments, increased by Eligible Purchase Payments and decreased proportionately by Excess Withdrawals, if any, from that Contract Quarter until the next Benefit Year anniversary.]

[CONTRACT [ANNIVERSARY] VALUE]

The Contract Value on a Contract [Anniversary] Date, decreased by cumulative Ineligible Purchase Payments, increased by Eligible Purchase Payments and decreased proportionately by Excess Withdrawals, if any, from that Contract [Quarter] until the next Benefit Year anniversary.]

COVERED PERSON(S)

The person(s) named on the Endorsement Data Page whose lives are used to determine the amount and duration of Withdrawals under this Endorsement.

ELIGIBLE PURCHASE PAYMENTS

[Gross] Purchase Payments or portions thereof made on or after the Endorsement Effective Date as shown on the Endorsement Data Page that are included in the calculation of the Income Base. If this Endorsement is added after the Contract Date, for purposes of determining the Income Base, [the Contract Value on the Endorsement Effective Date is considered the initial Eligible Purchase Payment]. [Purchase Payments added prior to the Endorsement Effective Date are not considered Eligible Purchase Payments]. The calculation of Eligible Purchase Payments does not include Payment Enhancements, or Spousal Beneficiary continuation contributions, if any.

ENDORSEMENT EFFECTIVE DATE

The date when this Endorsement becomes effective as shown on the Endorsement Data Page.

EXCESS WITHDRAWAL

A Withdrawal or the portion thereof that causes the total of all Withdrawals taken in a Benefit Year to exceed the Maximum Annual Withdrawal Amount, including but not limited to a Withdrawal taken in a Benefit Year after the Maximum Annual Withdrawal Amount has been withdrawn.

HIGHEST VALUE

The highest Contract [Anniversary] Value during any Income Base Evaluation Period.

INCOME BASE

A component used to determine the Endorsement Fee and the Maximum Annual Withdrawal Amount.

INCOME BASE EVALUATION PERIOD

The period of time over which We consider Highest Values.

[INCOME CREDIT

An amount that may be added to the Income Base during the Income Credit Period that is equal to the Net Income Credit Percentage multiplied by the Income Credit Base.]

[INCOME CREDIT BASE

A component which is used to determine the dollar amount of any Income Credit during the Income Credit Period.]

[INCOME CREDIT PERIOD

The period of time over which We calculate an Income Credit that may be added to the Income Base.]

INELIGIBLE PURCHASE PAYMENTS

[Gross] Purchase Payments or portions thereof that are not included in the calculations of the Income Base [and the Income Credit Base].

MAXIMUM ANNUAL WITHDRAWAL AMOUNT

The maximum dollar amount available to be withdrawn each Benefit Year under the Guaranteed Living Benefit without reducing the Income Base and the Income Credit Base.

MAXIMUM ANNUAL WITHDRAWAL PERCENTAGE (“MAWP”)

The percentage used to determine the Maximum Annual Withdrawal Amount available for Withdrawal each Benefit Year under this Endorsement while the Covered Person(s) is living.

[MINIMUM INCOME BASE

The guaranteed minimum amount to which the Income Base [and the Income Credit Base] could be increased on a specified Benefit Year anniversary provided no Withdrawals are taken before that specified Benefit Year anniversary.]

[NET INCOME CREDIT PERCENTAGE

A percentage calculated as the difference between the Gross Income Credit Percentage as shown on the Endorsement Data Page, minus the percentage calculated as the sum of all Withdrawals taken during the preceding Benefit Year divided by the Income Base before determining the Income Base for the next Benefit Year.]

YOU, YOUR

The Covered Person(s) under this Endorsement.

GUARANTEED LIVING BENEFIT PROVISIONS

The Guaranteed Living Benefit described in this Endorsement provides for guaranteed Withdrawals over the lifetime of the Covered Person(s), subject to the following provisions:

Endorsement Fee

The Endorsement Fee percentage applicable to this Endorsement is as shown on the Endorsement Data Page. If You surrender Your Contract and this Endorsement has not been terminated, We will deduct a proportionate fee for the period of time between the date when the last Endorsement Fee was deducted through the date of surrender.

Calculation of the Components of the Guaranteed Living Benefit

To determine the Guaranteed Living Benefit, We use the following components: Income Base, Income Base Evaluation Period [, Income Credit Base, Income Credit, Net Income Credit Percentage, Income Credit Period, Minimum Income Base,] and Maximum Annual Withdrawal Amount.

Calculation of the Income Base

If the Guaranteed Living Benefit is elected on the Contract Date, the initial Income Base is the initial Eligible Purchase Payment. If the Guaranteed Living Benefit is elected after the Contract Date, the initial Income Base is [the Contract Value on the Endorsement Effective Date, which is subject to the Eligible Purchase Payment Limit shown on the Endorsement Data Page.] In each subsequent Benefit Year, the Income Base equals the Income Base at the beginning of that Benefit Year plus

any subsequent Eligible Purchase Payments made during that Benefit Year, less proportionate adjustments for Excess Withdrawals that occur during that Benefit Year. The Income Base is not used in the calculation of Contract Value or any other benefits under the Contract.

On each Benefit Year anniversary occurring during an Income Base Evaluation Period, the Income Base is automatically increased to the Highest Value when this Highest Value is greater than (a), (b), and (c), where:

- (a) is the cumulative Eligible Purchase Payments; and
- (b) is the current Income Base[, increased by the Income Credit, if any]; and
- (c) is all previous Highest Values during any Income Base Evaluation Period.

Calculation of the Income Credit Base

The Income Credit Base is used to calculate the amount of the Income Credit during the Income Credit Period. If the Guaranteed Living Benefit is elected on the Contract Date, the initial Income Credit Base is the initial Eligible Purchase Payment. If the Guaranteed Living Benefit is elected after the Contract Date, the initial Income Credit Base is [the Contract Value on the Endorsement Effective Date, which is subject to the Eligible Purchase Payment Limit shown on the Endorsement Data Page.] The Income Credit Base is not used in the calculation of the Contract Value or any other benefits under the Contract.

Increases in the Income Credit Base

The Income Credit Base increases each time subsequent Eligible Purchase Payments are made. The Income Credit Base also increases when the Income Base is increased as a result of a Highest Value that is greater than both the current Income Base and all previous Highest Values.

Decreases in the Income Credit Base

The Income Credit Base decreases each time an Excess Withdrawal is taken, in the same proportion by which the Contract Value is reduced by the Excess Withdrawal.]

Calculation of the Income Credit

On each Benefit Year anniversary during the Income Credit Period, [if Withdrawals were not made during the previous Benefit Year,] the Income Credit is determined by multiplying the [Net] Income Credit Percentage by the Income Credit Base. If [any Excess] Withdrawals were made in the previous Benefit Year, then the Income Credit is reduced to [zero] [for that Benefit Year].]

On each Benefit Year anniversary during the Income Credit Period, We determine the amount to which the Income Credit Base and/or the Income Base could increase. The components used to determine this amount are:

- (a) the Income Base calculated based on the Highest Value; and
- (b) the Income Base plus the Income Credit, if any.

If (a) is greater than or equal to (b), the Income Credit Base and the Income Base are increased to the Highest Value. If (b) is greater than (a), the Income Base is increased by the Income Credit and the Income Credit Base remains unchanged.]

Calculation of the Minimum Income Base

If the Guaranteed Living Benefit is elected on the Contract Date, the Minimum Income Base is as shown on the Endorsement Data Page. If the Guaranteed Living Benefit is elected after the Contract Date, the Minimum Income Base is [200% of] [the Contract Value on the Endorsement Effective Date,] which is subject to the Eligible Purchase Payment Limit shown on the Endorsement Data Page.

The Income Base will be increased to at least the Minimum Income Base on the [10th Benefit Year anniversary], provided no Withdrawals are taken prior to that anniversary. If You are eligible for the Minimum Income Base, the Income Base on the [10th Benefit Year anniversary] is the greater of (a) and (b), where:

- (a) is the current Income Base calculated based on the Highest Value; and
- (b) is the Minimum Income Base.]

Calculation of the Maximum Annual Withdrawal Amount

The Maximum Annual Withdrawal Amount is calculated by multiplying the Income Base by the Maximum Annual Withdrawal Percentage [or if applicable, the Continuation Maximum Annual Withdrawal Percentage,]as shown on the Endorsement Data Page, which is determined by [Your Age at the time You first take a Withdrawal from Your Contract].

You may withdraw up to the Maximum Annual Withdrawal Amount throughout each Benefit Year without reducing the Maximum Annual Withdrawal Amount, and the Income Base, [and the Income Credit Base]. [However, any Withdrawal will reduce the Income Credit to zero for that Benefit Year.] If You do not withdraw the entire Maximum Annual Withdrawal Amount in a Benefit Year, You may not carry over any unused Maximum Annual Withdrawal Amount to any subsequent Benefit Year. In addition, Your Maximum Annual Withdrawal Amount for the next Benefit Year will not be recalculated as a result of taking Withdrawals less than the entire Maximum Annual Withdrawal Amount in any given Benefit Year.

Withdrawals made under the Guaranteed Living Benefit are treated like any other Withdrawal under the Contract for purposes of calculating Contract Value, including any fees and charges applicable to such Withdrawals and any other benefits under the Contract. In any Benefit Year, Withdrawals up to Maximum Annual Withdrawal Amount under this Endorsement are free of Withdrawal Charges.

Increases and decreases in the Income Base impact Your Maximum Annual Withdrawal Amount as follows:

Increases in the Income Base

The Income Base is increased anytime an Eligible Purchase Payment is allocated to Your Contract. The Income Base is also increased [by any available Income Credit on any Benefit Year anniversary during the Income Credit Period, or] as a result of a Highest Value being achieved resulting in the Income Base being stepped up at any Benefit Year anniversary during the Income Base Evaluation Period. [In addition, the Income Base can also be increased to the Minimum Income Base on the [10th Benefit Year anniversary], provided no Withdrawals are taken before the [10th Benefit Year anniversary].] If the Income Base increases, the Maximum Annual Withdrawal Amount will be recalculated by multiplying the increased Income Base by the applicable Maximum Annual Withdrawal Percentage [, or if applicable, the Continuation Maximum Annual Withdrawal Percentage]. In any Benefit Year where Eligible Purchase Payments are allocated to Your Contract, any remaining Withdrawals of Maximum Annual Withdrawal Amount will be based on the increased Maximum Annual Withdrawal Amount reduced by Withdrawals previously taken in that Benefit Year. If the Income Base is increased on a Benefit Year anniversary, the Maximum Annual Withdrawal Amount will be recalculated on that Benefit Year anniversary by multiplying the increased Income Base by the applicable Maximum Annual Withdrawal Percentage [, or if applicable, the Continuation Maximum Annual Withdrawal Percentage]. The Endorsement Fee will be assessed on the increased Income Base.

Decreases in the Income Base

Excess Withdrawals reduce Your Income Base on the date the Excess Withdrawal occurs. Any Excess Withdrawal in a Benefit Year reduces the Income Base in the same proportion by which the Contract Value is reduced by the Excess Withdrawal. As a result of a reduction of the Income Base, the Maximum Annual Withdrawal Amount will also be reduced. The new Maximum Annual Withdrawal Amount will be equal to the reduced Income Base multiplied by the applicable Maximum Annual Withdrawal Percentage [, or if applicable, the Continuation Maximum Annual Withdrawal Percentage]. The last recalculated Maximum Annual Withdrawal Amount in a given Benefit Year is available for Withdrawal at the beginning of the next Benefit Year and may be lower than Your previously calculated Maximum Annual Withdrawal Amount and the Endorsement Fee will be assessed on the decreased Income Base. When the Contract Value is less than or equal to the Income Base, Excess Withdrawals will result in a reduction of the Income Base by an amount which is greater than the amount of the Excess Withdrawal.

Required Minimum Distributions

This provision applies **only** to the Contract to which this Endorsement is attached. If you are taking Required Minimum Distributions and the Required Minimum Distribution amount is greater than the Maximum Annual Withdrawal Amount in any given Benefit Year, the Required Minimum Distributions amount will not be treated as an Excess Withdrawal. However, any Withdrawal amount including the Required Minimum Distribution amount in a Benefit Year that is more than the greater of both the Maximum Annual Withdrawal Amount and the Required Minimum Distribution amount will be considered an Excess Withdrawal for the purposes of the recalculation of the [Income Credit Base,] Income Base and Maximum Annual Withdrawal Amount. [Furthermore, the Income Credit will be reduced to zero if total [Excess] Withdrawals taken in any Benefit Year[, [including Required Minimum Distributions] are in excess of the Maximum Annual Withdrawal Amount.]]

If Your Contract Value is Reduced to Zero

If Your Contract Value is reduced to zero and the Income Base is greater than zero, a benefit remains payable under this Endorsement, but the Income Base will no longer be increased on Benefit Year anniversaries, and all other benefits under the Contract, including Death Benefits, will no longer be available. However, if Your Contract Value is reduced to zero because of an Excess Withdrawal, no further benefits will be payable under this Endorsement or the Contract.

When the Contract Value equals zero and the Income Base is greater than zero, any remaining benefit under this Endorsement must be taken through one of the following income options:

1. The current Maximum Annual Withdrawal Amount, divided equally and paid on a quarterly, semi-annual or annual

- frequency as selected by You until the date of Your death(s); or
2. Any income option mutually agreeable between You and Us.

Once You elect an income option, it cannot be changed.

If You do not select an income option, the remaining benefit will be paid as the current Maximum Annual Withdrawal Amount on a quarterly basis until the date of Your death(s).

[Extension of the Income Base Evaluation Period [and the Income Credit Period] (“Extension”)

At the end of the Initial Income Base Evaluation Period You may elect to extend the Income Base Evaluation Period [for [another [5] years] [provided You are age [85] or younger at that time.]] If You do not elect Extension at the end of the Initial Income Base Evaluation Period[and the Initial Income Credit Period], future Extensions will not be available for election.

[At the end of the first Extension, if applicable, and thereafter, You may elect to extend only the Income Base Evaluation Period for [5] years at a time, provided You are age [85] or younger at that time.]

If You have continuously elected previous Extensions[(no more than one Extension for the Income Credit Period)], and You are at least Age 86 but less than Age 90, You may elect a subsequent Extension with the final evaluation occurring prior to Your 91st birthday. As a result, Your final Extension will be for a period of less than [5] years.

Before the end of the Initial Income Base Evaluation Period, [the Initial Income Credit Period,)] and the end of any elected Extension, We will notify You of options available to You including the terms associated with election of the Extension. If You choose to elect the Extension, You must notify Our Annuity Service Center before the end of the Income Base Evaluation Period. We will send You an updated Endorsement Data Page confirming the new terms of the Extension. All other terms and conditions of this Endorsement remain unchanged.]

Latest Annuity Date

If there is remaining Contract Value and the Income Base is greater than zero on the Latest Annuity Date, You must select one of the options listed below.

1. Annuitize the Contract Value under the Annuity Provisions of the Contract; or
2. Elect to receive the current Maximum Annual Withdrawal Amount as of the Latest Annuity Date in the form of an income option, divided equally and paid on a quarterly, semi-annual or annual frequency as selected by You until the date of Your death; or
3. Any income option mutually agreeable between You and Us.

If You do not select an option listed above, on the Latest Annuity Date We will annuitize the Contract Value under the Annuity Provisions of the Contract, Options 3 and 3V with 120 Monthly Payments Guaranteed or payments that do not exceed Your life expectancy as required by the IRS.

Investment Requirements

We restrict allocations to certain investment options. Your transfer instructions and allocation instructions accompanying any Purchase Payment must comply with the investment requirements. Established restrictions are shown in the product prospectus. We require enrollment in a [quarterly] automatic asset rebalancing program that complies with the investment requirements. In addition to [quarterly] rebalancing, We will initiate rebalancing in accordance with Your automatic asset rebalancing instructions after any Withdrawal, transfer or allocation You initiate.

Termination of Withdrawals Over Two Lives

If there are two Covered Persons, Withdrawals guaranteed for the life of one of the Covered Persons will terminate if:

1. One of the two Covered Persons is removed from the Endorsement due to an ownership change; or
2. The Covered Persons are no longer married at the time of death of the first Covered Person.

Termination of Withdrawals guaranteed for the life of one Covered Person does not impact any other terms and conditions of this Endorsement.

Termination of the Guaranteed Living Benefit

This Endorsement may be terminated as detailed below, and the corresponding Endorsement Fee will continue to be deducted up to and including the Termination Effective Date but will end after the Termination Effective Date.

Termination Effective Date

If Your termination request is received:

- 1. In the first [5] Benefit Years, the termination is effective on the [5th] [Benefit Year anniversary;]
- 2. In Benefit Years [6] through [10], the termination is effective on the [10th] Benefit Year anniversary;]
- 3. In any Benefit Year after the [10th Benefit Year anniversary,] the termination is effective on the Benefit Year anniversary following Our receipt of the election to terminate this Endorsement.

This Endorsement and the Endorsement Fee will terminate automatically if:

- 1. The Covered Person dies, or if there were two Covered Persons, upon the death of the surviving Covered Person; or
- 2. A Death Benefit is paid and the Contract is terminated; or
- 3. The Contract is annuitized; or
- 4. Excess Withdrawals reduce the Contract Value to zero; or
- 5. Any change occurs that removes all Covered Persons; or
- 6. The Contract is terminated for any reason.

The Guaranteed Living Benefit may not be re-elected or reinstated following a termination.

Death of Covered Person(s)

If there is one Covered Person, then upon the death of the Covered Person, this Endorsement and the Endorsement Fee will be terminated.

[[If there are two Covered Persons, upon the first death, if the surviving Covered Person elects to continue the Contract, this Endorsement is also continued. Upon the election of continuation, the Endorsement Effective Date will not change.] [If the first death occurs prior to [10] Benefit Years after the first Withdrawal, the Maximum Annual Withdrawal Percentage referenced on the Endorsement Data Page applies until the [10th] Benefit Year anniversary following the first Withdrawal. Thereafter, or if the first death occurs after the [10th] Benefit Year anniversary following the first Withdrawal, the Continuation Maximum Annual Withdrawal Percentage referenced on the Endorsement Data Page applies until this Endorsement is terminated.]]

Signed for the Company to be effective on the Effective Date.

AIG SUNAMERICA LIFE ASSURANCE COMPANY



**Mallery L. Reznik
Senior Vice President**



**Jana W. Greer
President**

**AIG SUNAMERICA LIFE ASSURANCE COMPANY
OPTIONAL GUARANTEED LIVING BENEFIT ENDORSEMENT**

Notwithstanding any provision in the Contract or Certificate (“Contract”) to the contrary, this Endorsement becomes a part of the Contract to which it is attached. Should any provision in this Endorsement conflict with the Contract, the provisions of this Endorsement will prevail.

Subject to the terms and conditions set forth herein this optional Guaranteed Living Benefit Endorsement provides for guaranteed Withdrawals over the lifetime of the Covered Person(s). You may take Withdrawals under the Guaranteed Living Benefit as prescribed by this Endorsement herein while this Endorsement is in effect.

ENDORSEMENT DATA PAGE

COVERED PERSON(S): [John Doe
Jane Doe]

ENDORSEMENT EFFECTIVE DATE: [November 1, 2008]

[EXTENSION AVAILABILITY DATE: November 1, 2013]

| Contract Year(s) | Percentage of Purchase Payment Included | Eligible Purchase Payment |
|-------------------------|--|--|
| [1] | [100%] | Eligible Purchase Payment Limit |
| [2-5] | [100%] | In each Contract Year, [100%] of Purchase Payments made in Contract Year [1 (one)] not to exceed Eligible Purchase Payment Limit |
| [6+] | [0%] | In each Contract Year, [0%] of Purchase Payments made in Contract Year [1 (one)] not to exceed Eligible Purchase Payment Limit |

ELIGIBLE PURCHASE PAYMENT LIMIT: The sum of Eligible Purchase Payments cannot exceed [\$1,500,000] without prior Company approval

ENDORSEMENT FEE: Annual fee of [0.95%] of the Income Base deducted [quarterly] from Contract Value beginning [one] [quarter] following the Endorsement Effective Date and ending on the termination of this Endorsement

INITIAL INCOME BASE EVALUATION PERIOD: Beginning on the Endorsement Effective Date and ending [5] years later

MAXIMUM ANNUAL WITHDRAWAL PERCENTAGE (“MAWP”):

| [Age at First Withdrawal] | MAWP | [Continuation MAWP*] |
|--|-------------|-----------------------------|
| [Less than Age 65] | [4%] | [3.2%] |
| [At least Age 65 but less than Age 76] | [5%] | [4.0%] |
| [Age 76 and over] | [6%] | [4.8%] |

[* The Continuation MAWP applies on the later of [10] Benefit Years after the date of the first Withdrawal of the Benefit Year anniversary following the death of the first Covered Person.]

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.

AGE

The attained age as of the Covered Person's last birthday. If there are two Covered Persons on the Endorsement Data Page, the Age of the younger Covered Person or in the event of the death of one Covered Person, the surviving Covered Person as of their last birthday.

ANNIVERSARY VALUE

The Contract Value including any applicable Payment Enhancement(s) or Spousal Beneficiary continuation contribution minus cumulative Ineligible Purchase Payments, as measured on each Benefit Year anniversary.

BENEFIT YEAR

Each consecutive one year period starting on the Endorsement Effective Date.

[CONTINUATION MAXIMUM ANNUAL WITHDRAWAL PERCENTAGE

The percentage used to determine the Maximum Annual Withdrawal Amount available for Withdrawal each Benefit Year under this Endorsement while the surviving Covered Person is living after spousal continuation has been elected.]

CONTRACT [ANNIVERSARY]

Each [twelve] month period starting from the Endorsement Effective Date.

CONTRACT [ANNIVERSARY] DATE

The date on which each Contract [Year] begins.

[CONTRACT [QUARTER] VALUE

The Contract Value on a Contract [Quarter] Date, decreased by cumulative Ineligible Purchase Payments, increased by Eligible Purchase Payments and decreased proportionately by Excess Withdrawals, if any, from that Contract [Quarter] until the next Benefit Year anniversary.]

[CONTRACT [ANNIVERSARY] VALUE

The Contract Value on a Contract [Anniversary] Date, decreased by cumulative Ineligible Purchase Payments, increased by Eligible Purchase Payments and decrease proportionately by Excess Withdrawals, if any, from that Contract [Quarter] until the next Benefit Year anniversary.]

COVERED PERSON(S)

The person(s) named on the Endorsement Data Page whose lives are used to determine the amount and duration of Withdrawals under this Endorsement.

ELIGIBLE PURCHASE PAYMENTS

[Gross] Purchase Payments or portions thereof made on or after the Endorsement Effective Date as shown on the Endorsement Data Page that are included in the calculation of the Income Base. If this Endorsement is added after the Contract Date, for purposes of determining the Income Base[, the Contract Value on the Endorsement Effective Date is considered the initial Eligible Purchase Payment]. [Purchase Payments added prior to the Endorsement Effective Date are not considered Eligible Purchase Payments.] The calculation of Eligible Purchase Payments does not include Payment Enhancements, or Spousal Beneficiary continuation contributions, if any.

ENDORSEMENT EFFECTIVE DATE

The date when this Endorsement becomes effective as shown on the Endorsement Data Page.

EXCESS WITHDRAWAL

A Withdrawal or the portion thereof that causes the total of all Withdrawals taken in a Benefit Year to exceed the Maximum Annual Withdrawal Amount, including but not limited to a Withdrawal taken in a Benefit Year after the Maximum Annual Withdrawal Amount has been withdrawn.

HIGHEST VALUE

The highest Contract [Anniversary] Value during any Income Base Evaluation Period.

INCOME BASE

A component used to determine the Endorsement Fee and the Maximum Annual Withdrawal Amount.

INCOME BASE EVALUATION PERIOD

The period of time over which We consider Highest Values.

INELIGIBLE PURCHASE PAYMENTS

15→ [Gross] Purchase Payments or portions thereof that are not included in the calculations of the Income Base.

MAXIMUM ANNUAL WITHDRAWAL AMOUNT

The maximum dollar amount available to be withdrawn each Benefit Year under the Guaranteed Living Benefit without reducing the Income Base.

MAXIMUM ANNUAL WITHDRAWAL PERCENTAGE (“MAWP”)

The percentage used to determine the Maximum Annual Withdrawal Amount available for Withdrawal each Benefit Year under this Endorsement while the Covered Person(s) is living.

YOU, YOUR

The Covered Person(s) under this Endorsement.

GUARANTEED LIVING BENEFIT PROVISIONS

The Guaranteed Living Benefit described in this Endorsement provides for guaranteed Withdrawals over the lifetime of the Covered Person(s), subject to the following provisions:

Endorsement Fee

The Endorsement Fee percentage applicable to this Endorsement is as shown on the Endorsement Data Page. If You surrender Your Contract and this Endorsement has not been terminated, We will deduct a proportionate fee for the period of time between the date when the last Endorsement Fee was deducted through the date of surrender.

Calculation of the Components of the Guaranteed Living Benefit

To determine the Guaranteed Living Benefit, We use the following components: Income Base, Income Base Evaluation Period, and Maximum Annual Withdrawal Amount.

Calculation of the Income Base

If the Guaranteed Living Benefit is elected on the Contract Date, the initial Income Base is the initial Eligible Purchase Payment. If the Guaranteed Living Benefit is elected after the Contract Date, the initial Income Base is the [Contract Value on the Endorsement Effective Date, which is subject to the Eligible Purchase Payment Limit shown on the Endorsement Data Page.] In each subsequent Benefit Year, the Income Base equals the Income Base at the beginning of that Benefit Year plus any subsequent Eligible Purchase Payments made during that Benefit Year, less proportionate adjustments for Excess Withdrawals that occur during that Benefit Year. The Income Base is not used in the calculation of Contract Value or any other benefits under the Contract.

On each Benefit Year anniversary occurring during an Income Base Evaluation Period, the Income Base is automatically increased to the Highest Value when this Highest Value is greater than (a), (b), and (c), where:

- (a) is the cumulative Eligible Purchase Payments; and
- (b) is the current Income Base; and
- (c) is all previous Highest Values during any Income Base Evaluation Period.

[Calculation of the Maximum Annual Withdrawal Amount

The Maximum Annual Withdrawal Amount is calculated by multiplying the Income Base by the Maximum Annual Withdrawal Percentage [or if applicable, the Continuation Maximum Annual Withdrawal Percentage,] as shown on the Endorsement Data Page, which is determined by [Your Age at the time You first take a Withdrawal from Your Contract].

You may withdraw up to the Maximum Annual Withdrawal Amount throughout each Benefit Year without reducing the Maximum Annual Withdrawal Amount, and the Income Base. If You do not withdraw the entire Maximum Annual Withdrawal Amount in a Benefit Year, You may not carry over any unused Maximum Annual Withdrawal Amount to any subsequent Benefit Year. In addition, Your Maximum Annual Withdrawal Amount for the next Benefit Year will not be

recalculated as a result of taking Withdrawals less than the entire Maximum Annual Withdrawal Amount in any given Benefit Year.

Withdrawals made under the Guaranteed Living Benefit are treated like any other Withdrawal under the Contract for purposes of calculating Contract Value, including any fees and charges applicable to such Withdrawals and any other benefits under the Contract. In any Benefit Year, Withdrawals up to Maximum Annual Withdrawal Amount under this Endorsement are free of Withdrawal Charges.

Increases and decreases in the Income Base impact Your Maximum Annual Withdrawal Amount as follows:

Increases in the Income Base

The Income Base is increased anytime an Eligible Purchase Payment is allocated to Your Contract. The Income Base is also increased as a result of a Highest Value being achieved resulting in the Income Base being stepped up at any Benefit Year anniversary during the Income Base Evaluation Period. If the Income Base increases, the Maximum Annual Withdrawal Amount will be recalculated by multiplying the increased Income Base by the applicable Maximum Annual Withdrawal Percentage[, or if applicable, the Continuation Maximum Annual Withdrawal Percentage]. In any Benefit Year where Eligible Purchase Payments are allocated to Your Contract, any remaining Withdrawals of Maximum Annual Withdrawal Amount will be based on the increased Maximum Annual Withdrawal Amount reduced by Withdrawals previously taken in that Benefit Year. If the Income Base is increased on a Benefit Year anniversary, the Maximum Annual Withdrawal Amount will be recalculated on that Benefit Year anniversary by multiplying the increased Income Base by the applicable Maximum Annual Withdrawal Percentage[, or if applicable, the Continuation Maximum Annual Withdrawal Percentage]. The Endorsement Fee will be assessed on the increased Income Base.

Decreases in the Income Base

Excess Withdrawals reduce Your Income Base on the date the Excess Withdrawal occurs. Any Excess Withdrawal in a Benefit Year reduces the Income Base in the same proportion by which the Contract Value is reduced by the Excess Withdrawal. As a result of a reduction of the Income Base, the Maximum Annual Withdrawal Amount will also be reduced. The new Maximum Annual Withdrawal Amount will be equal to the reduced Income Base multiplied by the applicable Maximum Annual Withdrawal Percentage[, or if applicable, the Continuation Maximum Annual Withdrawal Percentage]. The last recalculated Maximum Annual Withdrawal Amount in a given Benefit Year is available for Withdrawal at the beginning of the next Benefit Year and may be lower than Your previously calculated Maximum Annual Withdrawal Amount and the Endorsement Fee will be assessed on the decreased Income Base. When the Contract Value is less than or equal to the Income Base, Excess Withdrawals will result in a reduction of the Income Base by an amount which is greater than the amount of the Excess Withdrawal.

Required Minimum Distributions

This provision applies **only** to the Contract to which this Endorsement is attached. If you are taking Required Minimum Distributions and the Required Minimum Distribution amount is greater than the Maximum Annual Withdrawal Amount in any given Benefit Year, the Required Minimum Distributions amount will not be treated as an Excess Withdrawal. However, any Withdrawal amount including the Required Minimum Distribution amount in a Benefit Year that is more than the greater of both the Maximum Annual Withdrawal Amount and the Required Minimum Distribution amount will be considered an Excess Withdrawal for the purposes of the recalculation of the Income Base and Maximum Annual Withdrawal Amount.

If Your Contract Value is Reduced to Zero

If Your Contract Value is reduced to zero and the Income Base is greater than zero, a benefit remains payable under this Endorsement, but the Income Base will no longer be increased on Benefit Year anniversaries, and all other benefits under the Contract, including Death Benefits, will no longer be available. However, if Your Contract Value is reduced to zero because of an Excess Withdrawal, no further benefits will be payable under this Endorsement or the Contract.

When the Contract Value equals zero and the Income Base is greater than zero, any remaining benefit under this Endorsement must be taken through one of the following income options:

1. The current Maximum Annual Withdrawal Amount, divided equally and paid on a quarterly, semi-annual or annual frequency as selected by You until the date of Your death(s); or
2. Any income option mutually agreeable between You and Us.

Once You elect an income option, it cannot be changed.

If You do not select an income option, the remaining benefit will be paid as the current Maximum Annual Withdrawal Amount on a quarterly basis until the date of Your death(s).

Extension of the Income Base Evaluation Period (“Extension”)

At the end of the Initial Income Base Evaluation Period, You may elect to extend the Income Base Evaluation Period [for another [5] years] [provided You are age [85] or younger at that time.] If You do not elect Extension at the end of the Initial Income Base Evaluation Period, future Extensions will not be available for election.

[At the end of the first Extension, if applicable, and thereafter, You may elect to extend the Income Base Evaluation Period for [5] years at a time, provided You are age [85] or younger at that time.]

If You have continuously elected previous Extensions, and You are at least Age 86 but less than Age 90, You may elect a subsequent Extension with the final evaluation occurring prior to Your 91st birthday. As a result, Your final Extension will be for a period of less than [5] years.

Before the end of the initial Income Base Evaluation Period, and the end of any elected extension, We will notify You of options available to You including the terms associated with election of the Extension. If You choose to elect the Extension, You must notify Our Annuity Service Center before the end of the Income Base Evaluation Period. We will send You an updated Endorsement Data Page confirming the new terms of the Extension. All other terms and conditions of this Endorsement remain unchanged.

Latest Annuity Date

If there is remaining Contract Value and the Income Base is greater than zero on the Latest Annuity Date, You must select one of the options listed below.

1. Annuitize the Contract Value under the Annuity Provisions of the Contract; or
2. Elect to receive the current Maximum Annual Withdrawal Amount as of the Latest Annuity Date in the form of an income option, divided equally and paid on a quarterly, semi-annual or annual frequency as selected by You until the date of Your death; or
3. Any income option mutually agreeable between You and Us.

If You do not select an option listed above, on the Latest Annuity Date We will annuitize the Contract Value under the Annuity Provisions of the Contract, Options 3 and 3V with 120 Monthly Payments Guaranteed or payments that do not exceed Your life expectancy as required by the IRS.

Investment Requirements

We restrict allocations to certain investment options. Your transfer instructions and allocation instructions accompanying any Purchase Payment must comply with the investment requirements. Established restrictions are shown in the product prospectus. We require enrollment in a [quarterly] automatic asset rebalancing program that complies with the investment requirements. In addition to [quarterly] rebalancing, We will initiate rebalancing in accordance with Your automatic asset rebalancing instructions after any Withdrawal, transfer or allocation You initiate.

Termination of Withdrawals Over Two Lives

If there are two Covered Persons, Withdrawals guaranteed for the life of one of the Covered Persons will terminate if:

1. One of the two Covered Persons is removed from the Endorsement due to an ownership change; or
2. The Covered Persons are no longer married at the time of death of the first Covered Person.

Termination of Withdrawals guaranteed for the life of one Covered Person does not impact any other terms and conditions of this Endorsement.

Termination of the Guaranteed Living Benefit

This Endorsement may be terminated as detailed below, and the corresponding Endorsement Fee will continue to be deducted up to and including the Termination Effective Date but will end after the Termination Effective Date.

Termination Effective Date

If Your termination request is received:

1. In the first [5] Benefit Years, the termination is effective on the [5th] [Benefit Year anniversary];
2. In Benefit Years [6] through [10], the termination is effective on the [10th] [Benefit Year anniversary];
3. In any Benefit Year after the [10th] [Benefit Year anniversary], the termination is effective on the Benefit Year anniversary following Our receipt of the election to terminate this Endorsement.

This Endorsement and the Endorsement Fee will terminate automatically if:

1. The Covered Person dies, or if there were two Covered Persons, upon the death of the surviving Covered Person; or
2. A Death Benefit is paid and the Contract is terminated; or
3. The Contract is annuitized; or
4. Excess Withdrawals reduce the Contract Value to zero; or
5. Any change occurs that removes all Covered Persons; or
6. The Contract is terminated for any reason.

The Guaranteed Living Benefit may not be re-elected or reinstated following a termination.

Death of Covered Person(s)

If there is one Covered Person, then upon the death of the Covered Person, this Endorsement and the Endorsement Fee will be terminated.

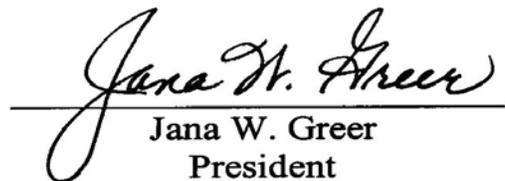
[[If there are two Covered Persons, upon the first death, if the surviving Covered Person elects to continue the Contract, this Endorsement is also continued. Upon the election of continuation, the Endorsement Effective Date will not change.] [If the first death occurs prior to [10] Benefit Years after the first Withdrawal, the Maximum Annual Withdrawal Percentage referenced on the Endorsement Data Page applies until the [10th] Benefit Year anniversary following the first Withdrawal. Thereafter, or if the first death occurs after the [10th] Benefit Year anniversary following the first Withdrawal, the Continuation Maximum Annual Withdrawal Percentage referenced on the Endorsement Data Page applies until this Endorsement is terminated.]]

Signed for the Company to be effective on the Effective Date.

AIG SUNAMERICA LIFE ASSURANCE COMPANY



Mallery L. Reznik
Senior Vice President



Jana W. Greer
President

SERFF Tracking Number: SALA-125936960 *State:* Arkansas
Filing Company: AIG SunAmerica Life Assurance Company *State Tracking Number:* 41063
Company Tracking Number: ASE-6242 (11/08) ETAL
TOI: A02.1G Group Annuities - Deferred Non- *Sub-TOI:* A02.1G.002 Flexible Premium
Variable and Variable
Product Name: Optional Guaranteed Living Benefits
Project Name/Number: Optional Guaranteed Living Benefits/ASE-6242 (11/08) et al.

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: SALA-125936960 State: Arkansas
Filing Company: AIG SunAmerica Life Assurance Company State Tracking Number: 41063
Company Tracking Number: ASE-6242 (11/08) ET AL
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: Optional Guaranteed Living Benefits
Project Name/Number: Optional Guaranteed Living Benefits/ASE-6242 (11/08) et al.

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice

12/08/2008

Comments:

Attachments:

ARK.pdf

ARKANSAS.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-6242 (11/08) Optional Guaranteed Living Bnefit
ASE-6244 (11/08) Optional Guaranteed Living Bnefit

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 6 regarding Variable Annuity Contracts.

12.8.08

Date



Mallary L. Reznik
Senior Vice President

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

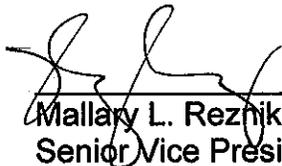
Certification of Compliance

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

ASE-6242 (11/08); ASE-6244 (11/08)

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.

12.8.08
Date



Mollay L. Reznik
Senior Vice President