

SERFF Tracking Number: SALA-126367135 State: Arkansas  
 Filing Company: SunAmerica Annuity and Life Assurance Company State Tracking Number: 44068  
 Company Tracking Number: ASA-579 (10/09) ET AL.  
 TOI: A02.1G Group Annuities - Deferred Non-Variable and Variable Sub-TOI: A02.1G.002 Flexible Premium  
 Product Name: Deferred Variable Annuity Application/Enrollment Form  
 Project Name/Number: /

## Filing at a Glance

Company: SunAmerica Annuity and Life Assurance Company

Product Name: Deferred Variable Annuity Application/Enrollment Form SERFF Tr Num: SALA-126367135 State: Arkansas

TOI: A02.1G Group Annuities - Deferred Non-Variable and Variable SERFF Status: Closed-Approved-Closed State Tr Num: 44068

Sub-TOI: A02.1G.002 Flexible Premium Co Tr Num: ASA-579 (10/09) ET AL. State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird  
 Authors: Tina Smith, Aly Lopez Disposition Date: 11/17/2009  
 Date Submitted: 11/09/2009 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval  
 State Filing Description:

Implementation Date:

## General Information

Project Name:  
 Project Number:  
 Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Authorized  
 Date Approved in Domicile:  
 Domicile Status Comments: Domiciliary state, Arizona, exempts this filing per ARS 20-1110.F and R20-6-218.

Explanation for Combination/Other:  
 Submission Type: New Submission  
 Overall Rate Impact:  
 Filing Status Changed: 11/17/2009

Market Type: Group  
 Group Market Size: Small and Large  
 Group Market Type: Discretionary  
 Explanation for Other Group Market Type:  
 State Status Changed: 11/17/2009  
 Created By: Tina Smith  
 Corresponding Filing Tracking Number:

Deemer Date:  
 Submitted By: Aly Lopez  
 Filing Description:

The mentioned out-of-state group annuity Applications are being submitted for your review and approval. The applications are to be used with approved contracts when appropriate.

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The submitted Application forms ASA-579 (10/09); ASA-579-1 (10/09), ASA-579E (10/09) are similar. Application form ASA-579E (10/09) will be used to apply for coverage electronically. The difference between ASA-579E (10/09) and ASA-579 (10/09); ASA-579-1 (10/09) versions are that the electronic application ASA-579E (10/09) only includes selected information on it. The difference between versions ASA-579 and ASA-579-1 are the optional features. These applications are submitted as a result of the NAVA STP "Straight Through Processing" Standards Initiative that establishes a comprehensive set of standards for managing new annuity business processes electronically.

## Company and Contact

### Filing Contact Information

Aly Lopez, Contract Analyst II alopez@sunamerica.com  
 1999 Ave of the Stars 800-871-2000 [Phone] 6195 [Ext]  
 37th Floor 310-772-6569 [FAX]  
 Los Angeles, CA 90701

### Filing Company Information

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

Fee Required? Yes  
 Fee Amount: \$60.00  
 Retaliatory? No  
 Fee Explanation: 3 appliactions @ \$20  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
SunAmerica Annuity and Life Assurance Company	\$60.00	11/09/2009	31909321

SERFF Tracking Number: SALA-126367135 State: Arkansas  
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Company  
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Variable and Variable  
Product Name: Deferred Variable Annuity Application/Enrollment Form  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/17/2009	11/17/2009

*SERFF Tracking Number:* SALA-126367135      *State:* Arkansas  
*Filing Company:* SunAmerica Annuity and Life Assurance      *State Tracking Number:* 44068  
*Company*  
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*TOI:* A02.1G Group Annuities - Deferred Non-      *Sub-TOI:* A02.1G.002 Flexible Premium  
*Variable and Variable*  
*Product Name:* Deferred Variable Annuity Application/Enrollment Form  
*Project Name/Number:* /

## **Disposition**

Disposition Date: 11/17/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SALA-126367135 State: Arkansas  
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	Deferred Annuity Application/Enrollment Form		Yes
Form	Deferred Annuity Application/Enrollment Form		Yes
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## Form Schedule

### Lead Form Number: ASA-579 (10/09)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	ASA-579 (10/09)	Application/Deferred Annuity Enrollment Form	Application/Enrollment Form	Initial		52.200	ASA-579 (10-09).pdf
	ASA-579-1 (10/09)	Application/Deferred Annuity Enrollment Form	Application/Enrollment Form	Initial		51.600	ASA-579-1 (10-09).pdf
	ASA-579E (10/09)	Application/Deferred Annuity Enrollment Form	Application/Enrollment Form	Initial		50.100	ASA-579E (10-09).pdf

# Deferred Variable Annuity Application/Enrollment Form ("Application")

**SunAmerica**  
the retirement specialist

SunAmerica Annuity  
and Life Assurance Company  
21650 Oxnard Street  
Woodland Hills, CA 91367-4901  
Domicile State: Arizona

New Business Documents  
with checks:  
P.O. Box 100330  
Pasadena, CA 91189-0330  
without checks:  
P.O. Box 54299  
Los Angeles, CA 90054-0299

overnight with checks:  
2710 Media Center Drive  
Building #6, Suite 120  
Los Angeles, CA 90065

☎ 1-800-445-7862  
www.sunamerica.com

Please print or type

## 1 Product Selection *(Complete product name must be provided to ensure Application is processed immediately. Solicitation state indicates the state in which this Application is signed.)*

Complete product name <i>(Enter complete name as shown on 1<sup>st</sup> page of prospectus)</i> _____	Solicitation state <i>(Enter two-character state code)</i> _____
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## 2 Owner(s) / Participant(s) ("Owner") Information

Name \_\_\_\_\_  Male  Female

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Birth Date \_\_\_\_/\_\_\_\_/\_\_\_\_ SSN or TIN \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

Joint Owner (if applicable)

Name: \_\_\_\_\_  Male  Female

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Birth Date \_\_\_\_/\_\_\_\_/\_\_\_\_ SSN \_\_\_\_\_ Relationship to Owner \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

## 3 Annuitant(s) Information *(Complete only if different from Owner)*

Name \_\_\_\_\_  Male  Female

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Birth Date \_\_\_\_/\_\_\_\_/\_\_\_\_ SSN \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

Joint Annuitant (if applicable)

Name \_\_\_\_\_  Male  Female

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Birth Date \_\_\_\_/\_\_\_\_/\_\_\_\_ SSN \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

ANNUITY PAYMENTS AND VALUES PROVIDED BY THE CONTRACT, WHEN REDEEMED, ARE VARIABLE, ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT, AND MAY BE WORTH MORE OR LESS THAN THE TOTAL AMOUNT INVESTED.

For applicants in Arizona only: Upon your written request, we will provide you, within a reasonable period of time, factual information regarding the benefits and provisions of the variable annuity Contract for which you are applying. If for any reason you are not satisfied with the Contract, you may return the Contract within ten days (30 days if you are age 65 or older on the date of the application or if the Contract replaced any other life insurance or annuity contract(s) after you receive it. You will receive an amount equal to the sum of (1) the difference between the premiums paid and the amounts allocated to any account under the Contract and (2) the Contract Value on the date the returned Contract is received by our Company or agent. Upon such refund, the Contract will be void.

#### 4 Beneficiary Information

Please complete the beneficiary information below. Additional beneficiaries, if any, can be listed on a separate document and submitted with this Application. Note: If any living benefit is elected with Joint Life (2 covered persons) under Section 6(a) below, you **must** provide the spousal beneficiary information below.

*If the beneficiary type is not selected, the beneficiary will be designated as "primary." Multiple beneficiaries will share the death benefit equally unless otherwise specified. For non-individually owned, custodially held IRAs, 457, and qualified plans, if no beneficiary is listed, the beneficiary will default to the Owner listed on this Application.*

Name (First, MI, Last)	Birth Date/ Trust Date	Beneficiary Type	Relationship	SSN/TIN	%
		<input type="checkbox"/> Primary			
		<input type="checkbox"/> Primary <input type="checkbox"/> Contingent			
		<input type="checkbox"/> Primary <input type="checkbox"/> Contingent			
		<input type="checkbox"/> Primary <input type="checkbox"/> Contingent			
		<input type="checkbox"/> Primary <input type="checkbox"/> Contingent			

#### 5 Contract/Certificate ("Contract") Type and Source of Funds

Initial Payment: Make check payable to SunAmerica Annuity. If this is a 1035 Exchange or transfer, please complete the appropriate 1035 Exchange/Transfer form and submit it with this Application. See prospectus for minimum Purchase Payment amounts.

<p><b>5a. Non-Qualified Contract</b> Indicate type and amount of initial Payment below.</p> <p><input type="checkbox"/> Amount enclosed: \$ _____ OR <input type="checkbox"/> 1035 Exchange Estimated dollars: \$ _____</p>	OR	<p><b>5b. Qualified Contract</b> Indicate type of plan for new contract, source of funds, and amount below.</p> <table border="1" style="width: 100%;"> <thead> <tr> <th>Type of Plan for <i>New Contract</i></th> <th>Source of Funds</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> IRA</td> <td><input type="checkbox"/> Transfer</td> <td>\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Roth IRA</td> <td><input type="checkbox"/> Rollover</td> <td>\$ _____</td> </tr> <tr> <td><input type="checkbox"/> SEP</td> <td><input type="checkbox"/> Contribution</td> <td>\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Other _____</td> <td>IRA Tax Year: _____</td> <td></td> </tr> <tr> <td><input type="checkbox"/> 401(k)</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> 457</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Keogh</td> <td></td> <td></td> </tr> </tbody> </table>	Type of Plan for <i>New Contract</i>	Source of Funds	Amount	<input type="checkbox"/> IRA	<input type="checkbox"/> Transfer	\$ _____	<input type="checkbox"/> Roth IRA	<input type="checkbox"/> Rollover	\$ _____	<input type="checkbox"/> SEP	<input type="checkbox"/> Contribution	\$ _____	<input type="checkbox"/> Other _____	IRA Tax Year: _____		<input type="checkbox"/> 401(k)			<input type="checkbox"/> 457			<input type="checkbox"/> Keogh		
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<input type="checkbox"/> 457																										
<input type="checkbox"/> Keogh																										

#### 6 Optional Benefits

I am electing an optional living benefit  Yes  No  
I am electing an optional death benefit  Yes  No

*Once elected by the Owner, optional benefits may not be changed or terminated (with the exception of living benefit elections). See your registered representative/licensed agent and/or the prospectus for information about optional elections, including availability and the maximum issue age. Investment requirements apply to certain optional living benefits. The investment requirements are indicated on the Investment Option Election Form.*

**6(a). Living Benefit Elections: *Only one living benefit option may be elected (not available on Polaris Advisor III).***

- I.  SunAmerica Income Plus 6
- II.  SunAmerica Income Builder 8
- III.  MarketLock For Life

Indicate the number of covered persons by selecting Single Life or Joint Life below.

Covered Persons:  Single Life (1 covered person)  Joint Life (2 covered persons). You must complete the spousal beneficiary information in Section 4 above, listing the spouse as the sole primary beneficiary.

**6(b). Death Benefit Elections: *Only one death benefit option may be elected. If no optional Death Benefit is elected, the beneficiary(ies) will receive the standard death benefit provided in the Contract.***

- I.  Combination HV & Roll-up (*not available in Washington and not available if a living benefit is elected above*)
- II.  Maximum Anniversary Value
- III.  Maximum Anniversary Value with EstatePlus (*EstatePlus is only available with Polaris Choice III products and is not available in Washington.*)

## 7 Investment Selection / Optional Service Features

The Investment Option Election Form must be included with this Application to make specific investment choices. Select Optional Programs below.

### 7(a). Optional Programs

- Systematic Withdrawal:** Include Form [SA-5550SW] with this Application.
- Automatic Asset Rebalancing:** I request the accounts designated in the Investment Option Election Form to be rebalanced at the frequency selected below. If you elected an optional living benefit, the rebalancing is automatically done quarterly:  
(Select only one)  Quarterly  Semiannually  Annually

***Note:** Unless separate Asset Allocation Rebalancing Instructions are provided on form [SA-2247POS] and included with this Application, if a DCA Account is elected, we will use Target DCA instructions indicated on the Investment Option Election form for Automatic Asset Rebalancing instructions. If you have elected [SunAmerica Income Plus 6 or SunAmerica Income Builder 8 and a DCA Account is not elected, we will proportionately rebalance your Flexible Allocation in accordance with the Payment Allocation instructions. If you have elected neither a DCA Account nor a living benefit, we will rebalance in accordance with the Payment Allocation instructions.]*

### 7(b). Telephone, Electronic Transaction, and Electronic Delivery Authorization

- Yes  No Telephone Transaction Authorization  
 Yes  No Electronic Transaction Authorization

As the Owner, I will receive these privileges automatically. If a Contract has Joint Owners, each Owner may individually make telephone and/or electronic requests. By checking "Yes," I am also authorizing and directing the Company to act on telephone and/or electronic instructions from any other person(s) authorized by the Owner of the Contract who can furnish proper identification. The Company will use reasonable procedures as established by the Company to confirm that these instructions are authorized and genuine. As long as these procedures are followed, the Company and its affiliates and their directors, trustees, officers, employees, representatives, and/or agents will be held harmless for any claim, liability, loss, or cost.

If no selection is made, the Company will assume that you authorize telephone transfers and/or electronic requests.

**For applicants in Florida, Iowa, and North Dakota:** If no election is made, the Company will assume you do NOT want to authorize telephone and/or electronic transfers.

- Yes  No Electronic Delivery Consent

I consent to electronic delivery by the Company, when available, of:

- Legal disclosure materials (prospectuses and prospectus supplements for the variable annuity and the underlying funds and annual and semiannual reports for the underlying funds)
- Account documents (quarterly statements and confirmations)
- Related correspondence (privacy notice and other notices to customers)

I confirm that I have access to a computer with the hardware and software necessary (Adobe Acrobat®, Internet access, and an active email account) to receive this information electronically—in the form of a compact disc, by email, or by notice to me of a document's availability on the Company website. I confirm that I have the ability to retrieve and retain electronic communications that are subject to this consent. I understand that I must provide my email address under Section 2 of the Application to use this service.

I understand that:

- There is no charge for electronic delivery, although I may incur the costs of Internet access and computer usage.
- I may always request a paper copy of this information at any time for no charge, even though I consent to electronic delivery.
- The Company is not required to deliver this information electronically and may discontinue electronic delivery in whole or part at any time.

This consent is effective until further notice by the Company or until I revoke it.

Please call 1-800-445-7862 if you would like to revoke your consent, receive a paper copy of any of the above information via U.S. mail, or need to update your email address indicated in Section 2 of this Application.

## 8 Notices and Disclaimers

**Fraud Warning (applies to all states, except Arizona and the states noted below):** Any person, who with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

**For applicants in Arkansas:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance, is guilty of a crime and may be subject to fines and confinement in prison.

**For applicants in Colorado: Fraud Warning:** It is unlawful to knowingly provide false, incomplete, misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Services.

**For applicants in the District of Columbia: WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**For applicants in Kentucky: Fraud Warning:** Any person, who knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact hereto commits a fraudulent act, which is a crime.

**For applicants in Maine, Tennessee, Virginia, and Washington: Fraud Warning:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.

**For applicants in Maryland: WARNING:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**For applicants in New Jersey: Fraud Warning:** Any person who includes any false information on an application for an insurance policy is subject to criminal and civil penalties.

**For applicants in New Mexico: Fraud Warning:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance, is guilty of a crime and may be subject to civil fines and criminal penalties.

**For applicants in Ohio:** Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing any false, incomplete, or misleading information is guilty of insurance fraud.

**For applicants in Oklahoma: WARNING:** Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, makes a claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information is guilty of a felony.

**For Applicants in Pennsylvania: Fraud Warning:** Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact hereto commits a fraudulent act, which is a crime and subjects such person to criminal and civil penalties.

## 9 Acknowledgements and Signature(s)

### 9(a). Replacement

Yes  No Do you have any existing life insurance or annuity contracts? (*Must check either Yes or No.*)

Yes  No Will the purchase of this annuity result in the replacement, termination, or change in value of any existing life insurance or annuity contracts? (*Must check either Yes or No*)

If yes to either of the above, please provide the information on the required forms and include them with this Application.

### 9(b). California Right-to-Examine Period

**For Owners and Annuitants age 60 and older.** Under California law, there is a 30-day Right-to-Examine period of your Contract. The amount that will be returned to you if you cancel your Contract during this 30-day period will depend on the election below, which designates where your Purchase Payments will be allocated during the Right-to-Examine period. Please check one of the following boxes. If you do not check one of these boxes, we will automatically invest your funds in the cash management investment option for 36 days from the date we issue the Contract.

Place my funds into a cash management investment option for 36 days from the date the Company issues the Contract, unless I direct otherwise later during the waiting period.

Invest my funds immediately in my chosen stock and/or bond portfolios. I understand that by doing so, I am subjecting my investment to market gain/losses during the waiting period.

### 9(c). Statement of Owner(s)

My answers to the above questions are true and correct to the best of my knowledge and belief. I agree that this Application shall be a part of any Contract issued by the Company. Further:

- I acknowledge receipt of the current prospectuses for this variable annuity and the applicable underlying funds of the trusts. I have read them carefully and understand their contents (Minnesota exempted).
- After consulting with my registered representative/licensed agent and reviewing the prospectuses, I confirm that this variable annuity is suitable for my objectives and needs. (Minnesota exempted.)

- I understand that all Purchase Payments and values provided by the Contract, when based on investment experience of the variable portfolios, are variable and are not guaranteed as to dollar amount by the Company, the U.S. Government, or any State Government; are not federally insured by the FDIC, the Federal Reserve Board, or any other agency, Federal or State. I bear all market risks, except on amounts allocated to the available Fixed Account Options.
- If I am funding a tax-qualified retirement plan with this annuity, I understand that the annuity does not provide any additional tax deferral treatment beyond that which I already have under my plan.
- I understand that the Company reserves the right to allocate my Purchase Payment(s) and any Initial Payment Enhancement(s), if applicable, to the cash management investment option until the end of the Right-to-Examine period.
- My signature below indicates that I am providing my investment allocation election on the separate Investment Option Election Form included with this Application.
- For applicants in Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Owner's signature \_\_\_\_\_ Date \_\_\_\_\_

Joint owner's signature (if applicable) \_\_\_\_\_ Date \_\_\_\_\_

**10 Registered Representative / Licensed Agent Information and Signature(s)**

Yes  No Do you have reason to believe that the applicant has any existing life insurance or annuity contracts?

Yes  No Do you have reason to believe that any existing life insurance or annuity contract has been (or will be) replaced, surrendered, withdrawn from, loaned against, changed, or otherwise reduced in value in connection with this transaction, assuming that the Contract applied for will be issued?

I affirm that I have instructed the applicant to answer the questions in Section 9(a) appropriately. If the answer to either question is "yes," I am providing the information on the required forms and including them with this Application.

I certify that all information I have taken from the Owner has been truly and accurately recorded on this Application.

Registered Representative's/Licensed Agent's signature \_\_\_\_\_ SSN (1<sup>st</sup> 5 digits ONLY) \_\_\_\_\_ - \_\_\_\_\_

Registered Representative's/Licensed Agent's name (please print) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Licensed Agent ID number \_\_\_\_\_ Email \_\_\_\_\_

Broker / Dealer firm name \_\_\_\_\_ If State of Sale is Florida, Florida License Identification number \_\_\_\_\_

Check with your home office for availability (available options vary by product)

- Option 1
- Option 2
- Option 3
- Option 4
- Option 5

# Deferred Variable Annuity Application/Enrollment Form ("Application")

**SunAmerica**  
the retirement specialist

SunAmerica Annuity  
and Life Assurance Company  
21650 Oxnard Street  
Woodland Hills, CA 91367-4901  
Domicile State: Arizona

New Business Documents  
with checks:  
P.O. Box 100330  
Pasadena, CA 91189-0330  
without checks:  
P.O. Box 54299  
Los Angeles, CA 90054-0299

overnight with checks:  
2710 Media Center Drive  
Building #6, Suite 120  
Los Angeles, CA 90065

☎ 1-800-445-7862  
www.sunamerica.com

Please print or type

## 1 Product Selection *(Complete product name must be provided to ensure Application is processed immediately. Solicitation state indicates the state in which this Application is signed.)*

Complete product name <i>(Enter complete name as shown on 1<sup>st</sup> page of prospectus)</i> _____	Solicitation state <i>(Enter two-character state code)</i> _____
---	---

## 2 Owner(s) / Participant(s) ("Owner") Information

Name \_\_\_\_\_  Male  Female

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Birth Date \_\_\_\_/\_\_\_\_/\_\_\_\_ SSN or TIN \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

Joint Owner (if applicable)

Name: \_\_\_\_\_  Male  Female

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Birth Date \_\_\_\_/\_\_\_\_/\_\_\_\_ SSN \_\_\_\_\_ Relationship to Owner \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

## 3 Annuitant(s) Information *(Complete only if different from Owner)*

Name \_\_\_\_\_  Male  Female

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Birth Date \_\_\_\_/\_\_\_\_/\_\_\_\_ SSN \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

Joint Annuitant (if applicable)

Name \_\_\_\_\_  Male  Female

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Birth Date \_\_\_\_/\_\_\_\_/\_\_\_\_ SSN \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

ANNUITY PAYMENTS AND VALUES PROVIDED BY THE CONTRACT, WHEN REDEEMED, ARE VARIABLE, ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT, AND MAY BE WORTH MORE OR LESS THAN THE TOTAL AMOUNT INVESTED.

For applicants in Arizona only: Upon your written request, we will provide you, within a reasonable period of time, factual information regarding the benefits and provisions of the variable annuity Contract for which you are applying. If for any reason you are not satisfied with the Contract, you may return the Contract within ten days (30 days if you are age 65 or older on the date of the application or if the Contract replaced any other life insurance or annuity contract(s) after you receive it. You will receive an amount equal to the sum of (1) the difference between the premiums paid and the amounts allocated to any account under the Contract and (2) the Contract Value on the date the returned Contract is received by our Company or agent. Upon such refund, the Contract will be void.

#### 4 Beneficiary Information

Please complete the beneficiary information below. Additional beneficiaries, if any, can be listed on a separate document and submitted with this Application. Note: If any living benefit is elected with Joint Life (2 covered persons) under Section 6(a) below, you **must** provide the spousal beneficiary information below.

*If the beneficiary type is not selected, the beneficiary will be designated as "primary." Multiple beneficiaries will share the death benefit equally unless otherwise specified. For non-individually owned, custodially held IRAs, 457, and qualified plans, if no beneficiary is listed, the beneficiary will default to the Owner listed on this Application.*

Name (First, MI, Last)	Birth Date/ Trust Date	Beneficiary Type	Relationship	SSN/TIN	%
		<input type="checkbox"/> Primary			
		<input type="checkbox"/> Primary <input type="checkbox"/> Contingent			
		<input type="checkbox"/> Primary <input type="checkbox"/> Contingent			
		<input type="checkbox"/> Primary <input type="checkbox"/> Contingent			
		<input type="checkbox"/> Primary <input type="checkbox"/> Contingent			

#### 5 Contract/Certificate ("Contract") Type and Source of Funds

Initial Payment: Make check payable to SunAmerica Annuity. If this is a 1035 Exchange or transfer, please complete the appropriate 1035 Exchange/Transfer form and submit it with this Application. See prospectus for minimum Purchase Payment amounts.

<p><b>5a. Non-Qualified Contract</b> Indicate type and amount of initial Payment below.</p> <p><input type="checkbox"/> Amount enclosed: \$ _____ OR <input type="checkbox"/> 1035 Exchange Estimated dollars: \$ _____</p>	OR	<p><b>5b. Qualified Contract</b> Indicate type of plan for new contract, source of funds, and amount below.</p> <table border="1" style="width: 100%;"> <thead> <tr> <th>Type of Plan for <i>New Contract</i></th> <th>Source of Funds</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> IRA</td> <td><input type="checkbox"/> Transfer</td> <td>\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Roth IRA</td> <td><input type="checkbox"/> Rollover</td> <td>\$ _____</td> </tr> <tr> <td><input type="checkbox"/> SEP</td> <td><input type="checkbox"/> Contribution</td> <td>\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Other _____</td> <td>IRA Tax Year: _____</td> <td></td> </tr> <tr> <td><input type="checkbox"/> 401(k)</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> 457</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Keogh</td> <td></td> <td></td> </tr> </tbody> </table>	Type of Plan for <i>New Contract</i>	Source of Funds	Amount	<input type="checkbox"/> IRA	<input type="checkbox"/> Transfer	\$ _____	<input type="checkbox"/> Roth IRA	<input type="checkbox"/> Rollover	\$ _____	<input type="checkbox"/> SEP	<input type="checkbox"/> Contribution	\$ _____	<input type="checkbox"/> Other _____	IRA Tax Year: _____		<input type="checkbox"/> 401(k)			<input type="checkbox"/> 457			<input type="checkbox"/> Keogh		
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<input type="checkbox"/> 457																										
<input type="checkbox"/> Keogh																										

#### 6 Optional Benefits

I am electing an optional living benefit  Yes  No  
I am electing an optional death benefit  Yes  No

*Once elected by the Owner, optional benefits may not be changed or terminated (with the exception of living benefit elections). See your registered representative/licensed agent and/or the prospectus for information about optional elections, including availability and the maximum issue age. Investment requirements apply to certain optional living benefits. The investment requirements are indicated on the Investment Option Election Form.*

**6(a). Optional Feature:** *Only one optional feature may be elected. If elected, there will be an additional fee added to the Separate Account Charge and the elected feature replaces the default 7-year withdrawal charge period in the Contract. Refer to the prospectus for complete details.*

- I.  Early Access: Provides a 4-year withdrawal charge period  
II.  Rewards: Provides a Payment Enhancement and a 9-year withdrawal charge period

**6(b). Living Benefit Elections:** *Only one living benefit option may be elected*

- I.  SunAmerica Income Plus 6  
II.  SunAmerica Income Builder 8  
III.  MarketLock For Life

Indicate the number of covered persons by selecting Single Life or Joint Life below.

Covered Persons:  Single Life (1 covered person)  Joint Life (2 covered persons). You must complete the spousal beneficiary information in Section 4 above, listing the spouse as the sole primary beneficiary.

**6(c). Death Benefit Elections:** *Only one death benefit option may be elected. If no optional Death Benefit is elected, the beneficiary(ies) will receive the standard death benefit provided in the Contract.*

- I.  Combination HV & Roll-up (*not available in Washington and not available if a living benefit is elected above*)  
II.  Maximum Anniversary Value  
III.  Maximum Anniversary Value with EstatePlus (*EstatePlus is not available in Washington.*)

## 7 Investment Selection / Optional Service Features

The Investment Option Election Form must be included with this Application to make specific investment choices. Select Optional Programs below.

### 7(a). Optional Programs

- Systematic Withdrawal:** Include Form [SA-5550SW] with this Application.
- Automatic Asset Rebalancing:** I request the accounts designated in the Investment Option Election Form to be rebalanced at the frequency selected below. If you elected an optional living benefit, the rebalancing is automatically done quarterly:  
(Select only one)  Quarterly  Semiannually  Annually

***Note:** Unless separate Asset Allocation Rebalancing Instructions are provided on form [SA-2247POS] and included with this Application, if a DCA Account is elected, we will use Target DCA instructions indicated on the Investment Option Election form for Automatic Asset Rebalancing instructions. If you have elected [SunAmerica Income Plus 6 or SunAmerica Income Builder 8] and a DCA Account is not elected, we will proportionately rebalance your Flexible Allocation in accordance with the Payment Allocation instructions. If you have elected neither a DCA Account nor a living benefit, we will rebalance in accordance with the Payment Allocation instructions.*

### 7(b). Telephone, Electronic Transaction, and Electronic Delivery Authorization

- Yes  No Telephone Transaction Authorization  
 Yes  No Electronic Transaction Authorization

As the Owner, I will receive these privileges automatically. If a Contract has Joint Owners, each Owner may individually make telephone and/or electronic requests. By checking "Yes," I am also authorizing and directing the Company to act on telephone and/or electronic instructions from any other person(s) authorized by the Owner of the Contract who can furnish proper identification. The Company will use reasonable procedures as established by the Company to confirm that these instructions are authorized and genuine. As long as these procedures are followed, the Company and its affiliates and their directors, trustees, officers, employees, representatives, and/or agents will be held harmless for any claim, liability, loss, or cost.

If no selection is made, the Company will assume that you authorize telephone transfers and/or electronic requests.

**For applicants in Florida, Iowa, and North Dakota:** If no election is made, the Company will assume you do NOT want to authorize telephone and/or electronic transfers.

- Yes  No Electronic Delivery Consent

I consent to electronic delivery by the Company, when available, of:

- Legal disclosure materials (prospectuses and prospectus supplements for the variable annuity and the underlying funds and annual and semiannual reports for the underlying funds)
- Account documents (quarterly statements and confirmations)
- Related correspondence (privacy notice and other notices to customers)

I confirm that I have access to a computer with the hardware and software necessary (Adobe Acrobat®, Internet access, and an active email account) to receive this information electronically—in the form of a compact disc, by email, or by notice to me of a document's availability on the Company website. I confirm that I have the ability to retrieve and retain electronic communications that are subject to this consent. I understand that I must provide my email address under Section 2 of the Application to use this service.

I understand that:

- There is no charge for electronic delivery, although I may incur the costs of Internet access and computer usage.
- I may always request a paper copy of this information at any time for no charge, even though I consent to electronic delivery.
- The Company is not required to deliver this information electronically and may discontinue electronic delivery in whole or part at any time.

This consent is effective until further notice by the Company or until I revoke it.

Please call 1-800-445-7862 if you would like to revoke your consent, receive a paper copy of any of the above information via U.S. mail, or need to update your email address indicated in Section 2 of this Application.

## 8 Notices and Disclaimers

**Fraud Warning (applies to all states, except Arizona and the states noted below):** Any person, who with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

**For applicants in Arkansas:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance, is guilty of a crime and may be subject to fines and confinement in prison.

**For applicants in Colorado: Fraud Warning:** It is unlawful to knowingly provide false, incomplete, misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Services.

**For applicants in the District of Columbia: WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**For applicants in Kentucky: Fraud Warning:** Any person, who knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact hereto commits a fraudulent act, which is a crime.

**For applicants in Maine, Tennessee, Virginia, and Washington: Fraud Warning:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.

**For applicants in Maryland: WARNING:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**For applicants in New Jersey: Fraud Warning:** Any person who includes any false information on an application for an insurance policy is subject to criminal and civil penalties.

**For applicants in New Mexico: Fraud Warning:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance, is guilty of a crime and may be subject to civil fines and criminal penalties.

**For applicants in Ohio:** Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing any false, incomplete, or misleading information is guilty of insurance fraud.

**For applicants in Oklahoma: WARNING:** Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, makes a claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information is guilty of a felony.

**For Applicants in Pennsylvania: Fraud Warning:** Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact hereto commits a fraudulent act, which is a crime and subjects such person to criminal and civil penalties.

## 9 Acknowledgements and Signature(s)

### 9(a). Replacement

Yes  No Do you have any existing life insurance or annuity contracts? (*Must check either Yes or No.*)

Yes  No Will the purchase of this annuity result in the replacement, termination, or change in value of any existing life insurance or annuity contracts? (*Must check either Yes or No*)

If yes to either of the above, please provide the information on the required forms and include them with this Application.

### 9(b). California Right-to-Examine Period

**For Owners and Annuitants age 60 and older.** Under California law, there is a 30-day Right-to-Examine period of your Contract. The amount that will be returned to you if you cancel your Contract during this 30-day period will depend on the election below, which designates where your Purchase Payments will be allocated during the Right-to-Examine period. Please check one of the following boxes. If you do not check one of these boxes, we will automatically invest your funds in the cash management investment option for 36 days from the date we issue the Contract.

Place my funds into a cash management investment option for 36 days from the date the Company issues the Contract, unless I direct otherwise later during the waiting period.

Invest my funds immediately in my chosen stock and/or bond portfolios. I understand that by doing so, I am subjecting my investment to market gain/losses during the waiting period.

### 9(c). Statement of Owner(s)

**My answers to the above questions are true and correct to the best of my knowledge and belief. I agree that this Application shall be a part of any Contract issued by the Company. Further:**

- I acknowledge receipt of the current prospectuses for this variable annuity and the applicable underlying funds of the trusts. I have read them carefully and understand their contents (Minnesota exempted).
- After consulting with my registered representative/licensed agent and reviewing the prospectuses, I confirm that this variable annuity is suitable for my objectives and needs. (Minnesota exempted.)

- I understand that all Purchase Payments and values provided by the Contract, when based on investment experience of the variable portfolios, are variable and are not guaranteed as to dollar amount by the Company, the U.S. Government, or any State Government; are not federally insured by the FDIC, the Federal Reserve Board, or any other agency, Federal or State. I bear all market risks, except on amounts allocated to the available Fixed Account Options.
- If I am funding a tax-qualified retirement plan with this annuity, I understand that the annuity does not provide any additional tax deferral treatment beyond that which I already have under my plan.
- I understand that the Company reserves the right to allocate my Purchase Payment(s) and any Initial Payment Enhancement(s), if applicable, to the cash management investment option until the end of the Right-to-Examine period.
- My signature below indicates that I am providing my investment allocation election on the separate Investment Option Election Form included with this Application.
- For applicants in Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Owner's signature \_\_\_\_\_ Date \_\_\_\_\_

Joint owner's signature (if applicable) \_\_\_\_\_ Date \_\_\_\_\_

**10 Registered Representative / Licensed Agent Information and Signature(s)**

Yes  No Do you have reason to believe that the applicant has any existing life insurance or annuity contracts?

Yes  No Do you have reason to believe that any existing life insurance or annuity contract has been (or will be) replaced, surrendered, withdrawn from, loaned against, changed, or otherwise reduced in value in connection with this transaction, assuming that the Contract applied for will be issued?

I affirm that I have instructed the applicant to answer the questions in Section 9(a) appropriately. If the answer to either question is "yes," I am providing the information on the required forms and including them with this Application.

I certify that all information I have taken from the Owner has been truly and accurately recorded on this Application.

Registered Representative's/Licensed Agent's signature \_\_\_\_\_ SSN (1<sup>st</sup> 5 digits ONLY) \_\_\_\_\_ - \_\_\_\_\_

Registered Representative's/Licensed Agent's name (please print) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Licensed Agent ID number \_\_\_\_\_ Email \_\_\_\_\_

Broker / Dealer firm name \_\_\_\_\_ If State of Sale is Florida, Florida License Identification number \_\_\_\_\_

Check with your home office for availability (available options vary by product)

- Option 1
- Option 2
- Option 3
- Option 4
- Option 5

# Deferred Variable Annuity Application/Enrollment Form ("Application")



**SunAmerica Annuity  
and Life Assurance  
Company**

21650 Oxnard Street  
Woodland Hills, CA 91367-4901  
Domicile State: Arizona

**New Business Documents**

with checks:  
P.O. Box 100330  
Pasadena, CA 91189-0330

without checks:  
P.O. Box 54299  
Los Angeles, CA 90054-0299

overnight with checks:  
2710 Media Center Drive  
Building #6, Suite 120  
Los Angeles, CA 90065

☎ 1-800-445-7862  
[www.sunamerica.com](http://www.sunamerica.com)

## 1 Product Selection *Solicitation state indicates the state in which this Application is signed.*

Product name: \_\_\_\_\_ Solicitation state: \_\_\_\_\_

## 2 Owner(s) / Participant(s) ("Owner") Information

Name \_\_\_\_\_  Male  Female

Address \_\_\_\_\_

Birth Date \_\_\_\_\_ SSN \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Joint Owner (if applicable)

Name: \_\_\_\_\_  Male  Female

Address \_\_\_\_\_

Birth Date \_\_\_\_\_ SSN \_\_\_\_\_ Relationship to Owner \_\_\_\_\_ Phone \_\_\_\_\_

## 3 Annuitant(s) Information

Name \_\_\_\_\_  Male  Female

Address \_\_\_\_\_

Birth Date \_\_\_\_\_ SSN \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Joint Annuitant (if applicable)

Name \_\_\_\_\_  Male  Female

Address \_\_\_\_\_

Birth Date \_\_\_\_\_ SSN \_\_\_\_\_ Phone \_\_\_\_\_

ANNUITY PAYMENTS AND VALUES PROVIDED BY THE CONTRACT, WHEN REDEEMED ARE VARIABLE, ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT, AND MAY BE WORTH MORE OR LESS THAN THE TOTAL AMOUNT INVESTED.

For applicants in Arizona only: Upon your written request, we will provide you, within a reasonable period of time, factual information regarding the benefits and provisions of the variable annuity Contract for which you are applying. If for any reason you are not satisfied with the Contract, you may return the Contract within ten days (30 days if you are age 65 or older on the date of the application or if the Contract replaced any other life insurance or annuity contract(s)) after you receive it. You will receive an amount equal to the sum of (1) the difference between the premiums paid and the amounts allocated to any account under the Contract and (2) the Contract Value on the date the returned Contract is received by our Company or agent. Upon such refund, the Contract will be void.

#### 4 Beneficiary Information

If the beneficiary type is not selected, the beneficiary will be designated as "primary." Multiple beneficiaries will share the death benefit equally unless otherwise specified. For non-individually owned, custodially held IRAs, 457, and qualified plans, if no beneficiary is listed, the beneficiary will default to the Owner listed on this Application.

Name (First, MI, Last)	Birth Date/ Trust Date	Beneficiary Type	Relationship	SSN/TIN	%

#### 5 Contract/Certificate ("Contract") Type and Source of Funds

Initial payment: Make check payable to SunAmerica Annuity. If this is a 1035 Exchange or transfer, please complete the appropriate 1035 Exchange/Transfer form and submit it with this Application. See prospectus for minimum Purchase Payment amounts.

Type of Plan: \_\_\_\_\_

Source of Funds:

1035 Exchange

Transfer

Rollover

Contribution

IRA Tax Year: \_\_\_\_\_

#### 6 Optional Benefits

I am electing an optional living benefit  Yes  No

I am electing an optional death benefit  Yes  No

Once elected by the Owner, optional benefits may not be changed or terminated (with the exception of living benefit elections). See your registered representative/licensed agent and/or the prospectus for information about optional elections, including availability and the maximum issue age. Investment requirements apply to certain optional benefits.

6(a). Surrender Charge Option:

6(b). Living Benefit Election:

6(c). Death Benefit Election: *If no optional death benefit is elected, your beneficiary(ies) will receive the death benefit provided in the Contract.*

#### 7 Investment Selection / Optional Service Features

7(a). Optional Programs

Systematic Withdrawal

Systematic Investment

Automatic Asset Rebalancing

Frequency:

**7(b). Telephone, Electronic Transaction, and Electronic Delivery Authorization**

- Yes     No    Telephone Transaction Authorization  
 Yes     No    Electronic Transaction Authorization

As the Owner, I will receive these privileges automatically. If a Contract has Joint Owners, each Owner may individually make telephone and/or electronic requests. By checking "Yes," I am also authorizing and directing the Company to act on telephone and/or electronic instructions from any other person(s) authorized by the Owner of the Contract who can furnish proper identification. The Company will use reasonable procedures as established by the Company to confirm that these instructions are authorized and genuine. As long as these procedures are followed, the Company and its affiliates and their directors, trustees, officers, employees, representatives, and/or agents will be held harmless for any claim, liability, loss, or cost. **If no selection is made, the Company will assume that you authorize telephone transfers and/or electronic requests.**

**For applicants in Florida, Iowa, and North Dakota:** If no election is made, the Company will assume you do NOT want to authorize telephone and/or electronic transfers.

- Yes     No    Electronic Delivery Consent

I consent to electronic delivery by the Company, when available, of:

- Legal disclosure materials (prospectuses and prospectus supplements for the variable annuity and the underlying funds and annual and semiannual reports for the underlying funds).
- Account documents (quarterly statements and confirmations).
- Related correspondence (privacy notice and other notices to customers).

I confirm that I have access to a computer with the hardware and software necessary (Adobe Acrobat®, Internet access, and an active email account) to receive this information electronically—in the form of a compact disc, by email, or by notice to me of a document's availability on the Company website. I confirm that I have the ability to retrieve and retain electronic communications that are subject to this consent. I understand that I must provide my email address under Section 2 of the Application to use this service. I understand that:

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**For applicants in Colorado: Fraud Warning:** It is unlawful to knowingly provide false, incomplete, misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Services.

**For applicants in the District of Columbia: WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**For applicants in Kentucky: Fraud Warning:** Any person, who knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact hereto commits a fraudulent act, which is a crime.

**For applicants in Maine, Tennessee, Virginia, and Washington: Fraud Warning:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**For applicants in Maryland: WARNING:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

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**For applicants in Oklahoma: WARNING:** Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, makes a claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information is guilty of a felony.

**For Applicants in Pennsylvania: Fraud Warning:** Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact hereto commits a fraudulent act, which is a crime and subjects such person to criminal and civil penalties.

## 9 Acknowledgements and Signature(s)

### 9(a). Replacement

- Yes  No Do you have any existing life insurance or annuity contracts?
- Yes  No Will the purchase of this annuity result in the replacement, termination or change in value of any existing life insurance or annuity contract s?

If yes to either of the above, please provide the information on the required forms and include them with this Application.

### 9 (b). California Right-to-Examine Period

**For Owners and Annuitants age 60 and older.** Under California law, there is a 30-day Right-to-Examine period of your Contract. The amount that will be returned to you if you cancel your Contract during this 30-day period will depend on the election below, which designates where your Purchase Payments will be allocated during the Right-to-Examine period. Please check one of the following boxes. If you do not check one of these boxes, we will automatically invest your funds in the cash management investment option for 36 days from the date we issue the Contract.

- Place my funds into a cash management investment option for 36 days from the date the Company issues the Contract, unless I direct otherwise later during the waiting period.
- Invest my funds immediately in my chosen stock and/or bond portfolios. I understand that by doing so, I am subjecting my investment to market gain/losses during the waiting period.

### 9(c). Statement of Owner(s)

My answers to the above questions are true and correct to the best of my knowledge and belief. I agree that this Application shall be a part of any Contract issued by the Company. Further,

- I acknowledge receipt of the current prospectuses for this variable annuity and the applicable underlying funds of the trusts. I have read them carefully and understand their contents (Minnesota exempted).
- After consulting with my registered representative and reviewing the prospectuses, I confirm that this variable annuity is suitable for my objectives and needs. (Minnesota exempted.)
- I understand that all Purchase Payments and values provided by the Contract, when based on investment experience of the variable portfolios, are variable and are not guaranteed as to dollar amount by the Company, the U.S. Government, or any State Government; are not federally insured by the FDIC, the Federal Reserve Board, or any other agency, Federal or State. I bear all market risks, except on amounts allocated to the available Fixed Account Options.
- If I am funding a tax-qualified retirement plan with this annuity, I understand that the annuity does not provide any additional tax deferral treatment beyond that which I already have under my plan.

- I understand that the Company reserves the right to allocate my Purchase Payment(s) and any Initial Payment Enhancement(s), if applicable, to the cash management investment option until the end of the Right-to-Examine period.
- My signature below indicates that I am providing my investment allocation election on the separate Investment Option Election Form included with this Application.
- For applicants in Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Owner's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Joint owner's signature (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

---

**10 Registered Representative/Licensed Agent Information and Signature(s)**

Yes  No Do you have reason to believe that the applicant has any existing life insurance or annuity contracts?

Yes  No Do you have reason to believe that any existing life insurance or annuity contract has been (or will be) replaced, surrendered, withdrawn from, loaned against, changed, or otherwise reduced in value in connection with this transaction assuming that the Contract applied for will be issued?

I affirm that I have instructed the applicant to answer the questions in Section 9(a) appropriately. If the answer is "yes," I am providing the information on the required forms and including them with this Application.

I certify that all information I have taken from the Owner has been truly and accurately recorded on this Application.

Registered Representative's/Licensed Agent's signature: \_\_\_\_\_

Registered Representative's/Licensed Agent's name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Licensed Agent ID number: \_\_\_\_\_ Email: \_\_\_\_\_

Broker/Dealer firm name: \_\_\_\_\_

If Solicitation State is Florida, Florida License Identification number: \_\_\_\_\_

**Commission Option:**

SERFF Tracking Number: SALA-126367135 State: Arkansas  
 Filing Company: SunAmerica Annuity and Life Assurance State Tracking Number: 44068  
 Company  
 Company Tracking Number: ASA-579 (10/09) ET AL.  
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium  
 Variable and Variable  
 Product Name: Deferred Variable Annuity Application/Enrollment Form  
 Project Name/Number: /

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Flesch Certification <b>Comments:</b> <b>Attachments:</b> AR Cert.pdf AR Cert reg19.pdf		
<b>Bypassed - Item:</b> Application <b>Bypass Reason:</b> N/A This is an application filing. <b>Comments:</b>		
<b>Bypassed - Item:</b> Life & Annuity - Acturial Memo <b>Bypass Reason:</b> Not applicable this is an application filing. <b>Comments:</b>		

SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY  
1 SUNAMERICA CENTER  
LOS ANGELES, CALIFORNIA 90067-6022

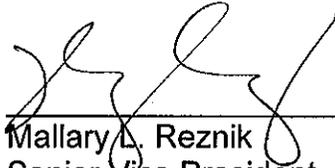
**Certification of Compliance**

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

ASA-579 (10/09); ASA-579-1 (10/09); ASA-579E (10/09) - Application

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.

11.4.09  
Date

  
\_\_\_\_\_  
Mallery D. Reznik  
Senior Vice President

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

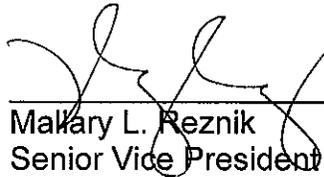
**Certification of Compliance**

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

**ASA-579 (10/09); ASA-579-1 (10/09); ASA-579E (10/09)**

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.

11.4.09  
Date

  
\_\_\_\_\_  
Mary L. Reznik  
Senior Vice President