

SERFF Tracking Number: MNNL-126152350 State: Arkansas
Filing Company: Minnesota Life Insurance Company State Tracking Number: 42412
Company Tracking Number: 09-70161
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: Individual Retirement Annuity Endorsement
Project Name/Number: Deferred IRA's/09-70161

Filing at a Glance

Company: Minnesota Life Insurance Company

Product Name: Individual Retirement Annuity Endorsement SERFF Tr Num: MNNL-126152350 State: Arkansas

TOI: A02.11 Individual Annuities- Deferred Non- Variable and Variable SERFF Status: Closed-Approved- Closed State Tr Num: 42412

Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: 09-70161 State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird

Author: Monica Ramstad Disposition Date: 05/20/2009

Date Submitted: 05/14/2009 Disposition Status: Approved-Closed

Implementation Date Requested: 06/15/2009

Implementation Date:

State Filing Description:

General Information

Project Name: Deferred IRA's

Project Number: 09-70161

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 05/20/2009

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 05/20/2009

Created By: Monica Ramstad

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Monica Ramstad

Filing Description:

This is a submission of three IRA Endorsements. Please see the cover letter for details.

Company and Contact

Filing Contact Information

Monica Ramstad, Supervisor - Ind & RS

monica.ramstad@securian.com

Product Compliance

SERFF Tracking Number: MNNL-126152350 State: Arkansas
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 Project Name/Number: Deferred IRA's/09-70161

400 ROBERT STREET NORTH 651-665-4838 [Phone]
 ST. PAUL, MN 55101-2098 651-665-3853 [FAX]

Filing Company Information

Minnesota Life Insurance Company	CoCode: 66168	State of Domicile: Minnesota
400 Robert Street North	Group Code: 869	Company Type:
Law Department	Group Name:	State ID Number:
St. Paul, MN 55101-2098	FEIN Number: 41-0417830	
(651) 665-3500 ext. [Phone]		

Filing Fees

Fee Required? Yes
 Fee Amount: \$75.00
 Retaliatory? Yes
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Minnesota Life Insurance Company	\$75.00	05/14/2009	27886302

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	05/20/2009	05/20/2009

SERFF Tracking Number: MNNL-126152350 *State:* Arkansas
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Disposition

Disposition Date: 05/20/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Form	IRA- Traditional and SEP		Yes
Form	IRA- SIMPLE		Yes
Form	IRA- Roth		Yes

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Form Schedule

Lead Form Number: 09-70161

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	09-70161	Policy/Cont IRA- Traditional and ract/Fratern SEP al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	09-70161 Deferred IRA.pdf
	09-70163	Policy/Cont IRA- SIMPLE ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	09-70163 Deferred SIMPLE IRA.pdf
	09-70164	Policy/Cont IRA- Roth ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	09-70164 Deferred Roth IRA .pdf

Individual Retirement Annuity Endorsement Traditional and SEP Annuity

Minnesota Life Insurance Company – A Securian Company
Annuity Services • A3-9999
400 Robert Street North • St. Paul, Minnesota 55101-2098

Fax 651.665.7942
1.800.362.3141
In Metro Area 651.665.4877
www.minnesotalife.com

MINNESOTA LIFE

This endorsement is made part of the annuity contract to which it is attached, and the following provisions apply in lieu of any provisions in the contract to the contrary. The annuitant is establishing an individual retirement annuity (IRA) under section 408 of the Internal Revenue Code (the "Code") to provide for his or her retirement and for the support of his or her beneficiaries after death. In all instances, this endorsement will be interpreted to ensure the annuity contract qualifies as an IRA.

Ownership

The contract is established for the exclusive benefit of the annuitant or his or her beneficiaries. The annuitant's interest in this contract is nonforfeitable and nontransferable.

Contributions

IRA purchase payments are considered "contributions" by the Code. Contributions to this IRA are subject to the limitations described in this Article II.

- (a) Except in the case of a rollover contribution (as permitted by Code §§ 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in § 408(k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed:

\$3,000 for any taxable year beginning in 2002 through 2004; \$4,000 for any taxable year beginning in 2005 through 2007; and \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 219(b)(5)(D). Such adjustments will be in multiples of \$500.

- (b) In the case of an annuitant who is 50 or older, the annual cash contribution limit is increased by:

\$500 for any taxable year beginning in 2002 through 2005; and \$1,000 for any taxable year beginning in 2006 and years thereafter.

- (c) In addition to the amounts described in paragraphs (a) and (b) above, an annuitant may make a repayment of a qualified reservist distribution described in Code § 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.

- (d) In addition to the amounts described in paragraphs (a) and (c) above, an annuitant who was a participant in a § 401(k) plan of a certain employer in bankruptcy described in Code § 219(b)(5)(C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An annuitant who makes contributions under this paragraph (d) may not also make contributions under paragraph (b).

- (e) No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to § 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the annuitant first participated in that employer's SIMPLE IRA plan.

Distributions

We will not be liable for any tax penalties under this IRA. We are not liable for penalties on amounts received or paid by us under this IRA.

Distributions Before Death

- (a) Notwithstanding any provision of this IRA to the contrary, the distribution of the annuitant's interest in the IRA shall be made in accordance with the requirements of Code § 408(b)(3) and the regulations thereunder, the provisions

of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under paragraph (c) of the section entitled "Distributions Upon Death") must satisfy the requirements of Code § 408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and the section entitled "Distributions Upon Death".

- (b) The entire interest of the annuitant for whose benefit the contract is maintained will commence to be distributed no later than the first day of April following the calendar year in which such annuitant attains age 70½ (the "required beginning date") over (a) the life of such annuitant or the lives of such annuitant and his or her designated beneficiary or (b) a period certain not extending beyond the life expectancy of such annuitant or the joint and last survivor expectancy of such annuitant and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of § 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of § 1.401(a)(9)-6.
- (c) The distribution periods described in paragraph (b) above cannot exceed the periods specified in § 1.401(a)(9)-6 of the Income Tax Regulations.
- (d) The first required payment can be made as late as April 1 of the year following the year the annuitant attains age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

Distributions Upon Death

- (a) **Death On or After Required Distributions Commence.** If the annuitant dies on or after required distributions commence, the remaining portion of his or her interest will continue to be distributed under the contract option chosen.
- (b) **Death Before Required Distributions Commence.** If the annuitant dies before required distributions commence, his or her entire interest will be distributed at least as rapidly as follows:
 - (1) If the designated beneficiary is someone other than the annuitant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the annuitant's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the annuitant's death, or, if elected, in accordance with paragraph (b)(3) below.
 - (2) If the annuitant's sole designated beneficiary is the annuitant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the annuitant's death (or by the end of the calendar year in which the annuitant would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.
 - (3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the annuitant's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).
 - (4) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.

- (c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
- (d) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the annuitant's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of § 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (e) If the sole designated beneficiary is the annuitant's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.

Cooperation

This contract may be amended as required to reflect any change in the Code, regulations or published revenue rulings. The annuitant will be deemed to have consented to any such amendment. We will promptly furnish any such amendment to the annuitant.

We will furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.



Secretary



President

Individual Retirement Annuity Endorsement

SIMPLE Annuity

Minnesota Life Insurance Company – A Securian Company
Annuity Services • A3-9999
400 Robert Street North • St. Paul, Minnesota 55101-2098

Fax 651.665.7942
1.800.362.3141
In Metro Area 651.665.4877
www.minnesotalife.com

MINNESOTA LIFE

This endorsement is made part of the annuity contract to which it is attached, and the following provisions apply in lieu of any provisions in the contract to the contrary. The annuitant is establishing a SIMPLE individual retirement annuity (SIMPLE IRA) under section 408(p) of the Internal Revenue Code (the "Code") to provide for his or her retirement and for the support of his or her beneficiaries after death. In all instances, this endorsement will be interpreted to ensure the annuity contract qualifies as a SIMPLE IRA.

Ownership

The contract is established for the exclusive benefit of the annuitant or his or her beneficiaries. The annuitant's interest in this contract is nonforfeitable and nontransferable.

Contributions

SIMPLE IRA purchase payments are considered "contributions" by the Code. This SIMPLE IRA will accept only:

- (a) a cash contribution made by an employer on behalf of the individual under a SIMPLE IRA plan that meets the requirements of § 408(p) of the Internal Revenue Code, and
- (b) a rollover contribution or a transfer of assets from another SIMPLE IRA of the individual.

No other contributions will be accepted.

Distributions

Prior to the expiration of the 2-year period beginning on the date the individual first participated in any SIMPLE IRA plan maintained by the individual's employer, any rollover or transfer by the individual of funds from this SIMPLE IRA must be made to another SIMPLE IRA of the individual. Any distribution of funds to the individual during this 2-year period may be subject to a 25-percent additional tax if the individual does not roll over the amount distributed into a SIMPLE IRA. After the expiration of this 2-year period, the individual may roll over or transfer funds to any IRA of the individual that is qualified under Code § 408(a), (b) or (p), or to another eligible retirement plan described in Code § 402(c)(8)(B).

Distributions Before Death

- (a) Notwithstanding any provision of this IRA to the contrary, the distribution of the annuitant's interest in the IRA shall be made in accordance with the requirements of Code § 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under paragraph (c) of the section entitled "Distributions Upon Death") must satisfy the requirements of Code § 408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and the section entitled "Distributions Upon Death".
- (b) The entire interest of the annuitant for whose benefit the contract is maintained will commence to be distributed no later than the first day of April following the calendar year in which such annuitant attains age 70½ (the "required beginning date") over (a) the life of such annuitant or the lives of such annuitant and his or her designated beneficiary or (b) a period certain not extending beyond the life expectancy of such annuitant or the joint and last survivor expectancy of such annuitant and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of § 1.401(a)(9)-6T of the Temporary Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of § 1.401(a)(9)-6T.
- (c) The distribution periods described in paragraph (b) above cannot exceed the periods specified in § 1.401(a)(9)-6T of the Temporary Income Tax Regulations.
- (d) The first required payment can be made as late as April 1 of the year following the year the annuitant attains age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

Distributions Upon Death

- (a) **Death On or After Required Distributions Commence.** If the annuitant dies on or after required distributions commence, the remaining portion of his or her interest will continue to be distributed under the contract option chosen.
- (b) **Death Before Required Distributions Commence.** If the annuitant dies before required distributions commence, his or her entire interest will be distributed at least as rapidly as follows:
 - (1) If the designated beneficiary is someone other than the annuitant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the annuitant's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the annuitant's death, or, if elected, in accordance with paragraph (b)(3) below.
 - (2) If the annuitant's sole designated beneficiary is the annuitant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the annuitant's death (or by the end of the calendar year in which the annuitant would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.
 - (3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the annuitant's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).
 - (4) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.
- (c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
- (d) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the annuitant's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of § 1.401(a)(9)-6T of the Temporary Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (e) If the sole designated beneficiary is the annuitant's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA (permitted under the contribution rules for SIMPLE IRAs as if the surviving spouse were the owner) or fails to take required distributions as a beneficiary.

Administration

This contract may be amended as required to reflect any change in the Code, regulations or published revenue rulings. The annuitant will be deemed to have consented to any such amendment. We will promptly furnish any such amendment to the annuitant.

We will furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue. If contributions made on behalf of the individual under a SIMPLE IRA plan maintained by the individual's employer are received directly by the issuer of this SIMPLE IRA contract from the employer, the issuer will provide the employer with the summary description required by Code § 408(l)(2)(B).

Dennis E. Padgett

Secretary

Robert L. Laska

President

Individual Retirement Annuity Endorsement Roth Annuity

Minnesota Life Insurance Company – A Securian Company
Annuity Services • A3-9999
400 Robert Street North • St. Paul, Minnesota 55101-2098

Fax 651.665.7942
1.800.362.3141
In Metro Area 651.665.4877
www.minnesotalife.com

MINNESOTA LIFE

This endorsement is made a part of the annuity contract to which is it attached, and the following provisions apply in lieu of any provisions in the contract to the contrary.

The annuitant is establishing a Roth individual retirement annuity (Roth IRA) under section 408A to provide for his or her retirement and for the support of his or her beneficiaries after death.

Article I

Except in the case of a rollover contribution described in section 408A(e), a recharacterized contribution described in section 408A(d)(6), or an IRA Conversion Contribution, the issuer will accept only cash contributions up to \$3,000 per year for tax years 2002 through 2004. That contribution limit is increased to \$4,000 for tax years 2005 through 2007 and \$5,000 for 2008 and thereafter. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to \$3,500 per year for tax years 2002 through 2004, \$4,500 for 2005, \$5,000 for 2006 and 2007, and \$6,000 for 2008 and thereafter. For tax years after 2008, the above limits will be increased to reflect a cost-of-living adjustment, if any.

Article II

- (1) The contribution limit described in Article I is gradually reduced to \$0 for higher income annuitants. For a single annuitant, the annual contribution is phased out between adjusted gross income (AGI) of \$95,000 and \$110,000; for a married annuitant filing jointly, between AGI of \$150,000 and \$160,000; and for a married annuitant filing separately, between AGI of \$0 and \$10,000. In the case of a conversion, the issuer will not accept IRA Conversion Contributions in a tax year if the annuitant's AGI for the tax year the funds were distributed from the other IRA exceeds \$100,000 or if the annuitant is married and files a separate return. Adjusted gross income is defined in section 408A(c)(3) and does not include IRA Conversion Contributions.
- (2) In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the annuitant and his or her spouse.

Article III

The annuitant's interest in the contract is nonforfeitable and nontransferable.

Article IV

- (1) The contract does not require fixed contributions.
- (2) Any dividends (refund of contributions other than those attributable to excess contributions) arising under the contract will be applied (before the close of the calendar year following the year of the dividend) as contributions toward the contract.

Article V

- (1) If the annuitant dies before his or her entire interest in the contract is distributed to him or her and the annuitant's surviving spouse is not the designated beneficiary, the remaining interest in the contract will be distributed in accordance with (a) below or, if elected or there is not designated beneficiary, in accordance with (b) below:
 - (a) The remaining interest in the contract will be distributed, starting by the end of the calendar year following the year of the annuitant's death, over the designated beneficiary's remaining life expectancy, or a period no longer than such remaining life expectancy, as determined in the year following the death of the annuitant. Life expectancy is determined using the single life table in Regulations section 1.401(a)(9)-9.
 - (b) The remaining interest in the contract will be distributed by the end of the calendar year containing the fifth anniversary of the annuitant's death.
- (2) If the annuitant's surviving spouse is the designated beneficiary, such spouse will then be treated as the annuitant.

Article VI

- (1) The annuitant agrees to provide the issuer with all information necessary to prepare any reports required by sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS).
- (2) The issuer agrees to submit to the IRS and annuitant the reports prescribed by the IRS.

Article VII

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I-IV and this sentence will be controlling. Any additional articles inconsistent with section 408A, the related regulations, or other published guidance will be invalid.



Secretary



President

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 Product Name: Individual Retirement Annuity Endorsement
 Project Name/Number: Deferred IRA's/09-70161

Supporting Document Schedules

Item Status: **Status Date:**

Bypassed - Item: Flesch Certification
Bypass Reason: These forms have been filed with the Internal Revenue Service and are therefore exempt from Readability standards.

Comments:

Item Status: **Status Date:**

Bypassed - Item: Application
Bypass Reason: The attached forms are Endorsements and not contracts. Therefore, no application is attached.

Comments:

Item Status: **Status Date:**

Satisfied - Item: Cover Letter
Comments: Please see the attached Cover Letter.

Attachment:
 AR Letter.pdf

May 19, 2009

Mr. Joe Musgrove
Director Life and Health Division
Department of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

NAIC Number 66168
NAIC Group Number 869
FEIN Number 41-0417830

RE: **Annuity Forms Submission**

09-70161 Individual Retirement Annuity Endorsement - Traditional and SEP Annuity

09-70163 Individual Retirement Annuity Endorsement - SIMPLE Annuity

09-70164 Individual Retirement Annuity Endorsement - Roth Annuity

Dear Mr. Musgrove:

The enclosed forms are for your review and approval. They are new, and do not replace any forms currently on file with your Department. These forms have been submitted in our Domiciliary State of Minnesota, and are pending approval at this time.

These forms have been reviewed and approved by the Internal Revenue Service (IRS) and incorporate the provisions required to create an Individual Retirement Annuity (IRA).

The enclosed endorsements will be available for use with our currently approved portfolio of fixed and variable annuity contracts as well as any applicable products developed and approved by your Department in the future.

Form 09-70161 will be used with Deferred Fixed and Variable annuities that are issued as Traditional and SEP IRA's. Form 09-70163 will be used with our Deferred Fixed and Variable Annuity forms when issued as a SIMPLE IRA. Form 09-70164 will be used with our fixed and variable annuity forms when issued as a Roth IRA.

The enclosed forms are submitted in final print and are subject to only minor modification in paper stock, formatting, size, ink, border, Company logo, and adaptation to electronic media or computer printing.

We have not supplied a Flesch score for these forms as they are subject to review by the federal jurisdiction of the Internal Revenue Service, and are therefore exempt.

Mr. Musgrove
May 14, 2009
Page 2 of 2

Thank you for your attention to this filing. We look forward to its approval for use in Arkansas. Should you have any questions regarding this submission, please give me a call at 651-665-6438, or send me an e-mail at angela.acker-fisher@securian.com.

Sincerely,

A handwritten signature in black ink that reads "Angela Acker-Fisher". The signature is written in a cursive, flowing style.

Angela Acker-Fisher
Senior Product Compliance Specialist
Minnesota Life Insurance Company
- A Securian Company
Tel. 651.665.6438
Fax 651.665.5424