

SERFF Tracking Number: AMFA-126489114 State: Arkansas
 Filing Company: Acacia Life Insurance Company State Tracking Number: 44819
 Company Tracking Number: IRA - ACACIA
 TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Product Name: Acacia Individual Annuity IRA Endorsement
 Project Name/Number: IRA - Acacia/IRA - Acacia

Filing at a Glance

Company: Acacia Life Insurance Company

Product Name: Acacia Individual Annuity IRA SERFF Tr Num: AMFA-126489114 State: Arkansas

Endorsement

TOI: A05I Individual Annuities- Immediate Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 44819

Variable

Sub-TOI: A05I.000 Annuities - Immediate Non- variable Co Tr Num: IRA - ACACIA State Status: Approved-Closed

variable

Filing Type: Form

Reviewer(s): Linda Bird

Author: Pat Peterson

Disposition Date: 02/17/2010

Date Submitted: 02/11/2010

Disposition Status: Approved-Closed

Implementation Date:

Implementation Date Requested: 05/01/2010

State Filing Description:

General Information

Project Name: IRA - Acacia

Status of Filing in Domicile: Pending

Project Number: IRA - Acacia

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: The domiciliary state, District of Columbia, will be filed concurrently.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 02/17/2010

Explanation for Other Group Market Type:

State Status Changed: 02/17/2010

Deemer Date:

Created By: Pat Peterson

Submitted By: Pat Peterson

Corresponding Filing Tracking Number:

Filing Description:

Enclosed for your review and approval are the following revised tax-qualified endorsement forms. These forms will be put into use May 1, 2010 or upon approval, whichever is later.

IRA Endorsement AEIRA01

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Replaces form 1806-C Ed. 11-02 previously approved by your Department.

This form will be used to establish or update a regular Individual Retirement Annuity (IRA) under Section 408(b).

Roth IRA Endorsement AEROTH01

Replaces form 1806-C ROTH Ed. 11-02 previously approved by your Department.

This form will be used to establish a Roth IRA under Section 408A of the Internal Revenue Code.

Simple IRA Endorsement AESIRA01

Replaces form 1806-C-SDFI Ed. 11-02 previously approved by your Department.

This form will be used to establish a Simple IRA under Section 408(b) and Section 408(p).

These endorsements will be sent to any existing annuity contract holders to replace any existing IRA, Roth IRA or Simple IRA endorsement previously issued. They will also be used, as applicable, for new issues of the following annuity contract previously approved by your Department.

Policy 7845 – Single Premium Immediate Annuity

These forms have been revised to bring them into compliance with current Internal Revenue Code, and are, therefore, considered exempt from readability scoring requirements.

No part of this filing contains any unusual or possibly controversial items from normal company or industry standards.

Company and Contact

Filing Contact Information

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5900 O Street 800-745-1112 [Phone] 87200 [Ext]
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Lincoln, NE 68501-1889

Filing Company Information

Acacia Life Insurance Company CoCode: 60038 State of Domicile: District of Columbia
7315 Wisconsin Avenue Group Code: 943 Company Type:
Bethesda, MD 20814 Group Name: State ID Number:

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Product Name: Acacia Individual Annuity IRA Endorsement
Project Name/Number: IRA - Acacia/IRA - Acacia
(800) 745-1112 ext. [Phone] FEIN Number: 53-0022880

Filing Fees

Fee Required? Yes
Fee Amount: \$150.00
Retaliatory? No
Fee Explanation: \$50 per form X 3 = \$150.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Acacia Life Insurance Company	\$150.00	02/11/2010	34139495

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	02/17/2010	02/17/2010

SERFF Tracking Number: AMFA-126489114 *State:* Arkansas
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Variable
Product Name: Acacia Individual Annuity IRA Endorsement
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Disposition

Disposition Date: 02/17/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AMFA-126489114 State: Arkansas
 Filing Company: Acacia Life Insurance Company State Tracking Number: 44819
 Company Tracking Number: IRA - ACACIA
 TOI: A051 Individual Annuities- Immediate Non- Variable Sub-TOI: A051.000 Annuities - Immediate Non-variable
 Product Name: Acacia Individual Annuity IRA Endorsement
 Project Name/Number: IRA - Acacia/IRA - Acacia

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	Individual Retirement Annuity Endorsement		Yes
Form	Roth Individual Retirement Annuity Endorsement		Yes
Form	Simple Individual Retirement Annuity Endorsement		Yes

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Form Schedule

Lead Form Number: KIERA01

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	KEIRA01	Policy/Cont Individual Retirement Initial ract/Fratern Annuity Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider			0.000	KEIRA01.pdf
	KEROTH01	Policy/Cont Roth Individual ract/Fratern Retirement Annuity al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	KEROTH01.p df
	KESIRA01	Policy/Cont Simple Individual ract/Fratern Retirement Annuity al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	KESIRA01.pd f

Acacia Life Insurance Company

INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

PURPOSE. This endorsement is attached to and made a part of this annuity contract. It is intended to conform the contract to the provisions of an Individual Retirement Annuity ("IRA") under the Code. The Code is the Internal Revenue Code of 1986, as amended (the "Code"). All provisions of this contract will be interpreted to ensure and maintain qualification under Code Section 408(b). If there is a conflict between the terms of the contract and the terms of this endorsement, the endorsement controls. The contract may be amended from time to time to comply with the legal requirement for an IRA. Other amendments may be made with the consent of the individual whose signature appears on the contract.

CONTRIBUTIONS.

(1) Except in the case of a rollover contribution (as permitted by Internal Revenue 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:

- (a) \$3,000 for any taxable year beginning in 2002 through 2004;
- (b) \$4,000 for any taxable year beginning in 2005 through 2007; and
- (c) \$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)(C). Such adjustments will be in multiples of \$500.

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

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

(3) In addition to the amounts described in paragraphs (1) and (2) above, an individual 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.

(4) In addition to the amounts described in paragraphs (1) and (3) above, an individual 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 individual who makes contributions under this paragraph (4) may not also make contributions under paragraph (2).

(5) 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 individual first participated in that employer's SIMPLE IRA plan.

(6) If the contract is a Single Premium Deferred Annuity ("SPDA") or a Single Premium Immediate Annuity ("SPIA"), the contributions must be initiated at the time of application, whether in the form of a rollover, transfer, annual contribution, or combination thereof; subsequent contributions will not be accepted.

DISTRIBUTIONS BEFORE DEATH.

- (1) Notwithstanding any provision of this IRA to the contrary, the distribution of the individual'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 (3) of the following section entitled Distributions After Death) must satisfy the requirements of Code § 408(a)(6) and the regulations thereunder, rather than paragraphs (2), (3) and (4) below and the following section entitled Distributions After Death.
- (2) The entire interest of the individual 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 individual attains age 70½ (the "required beginning date") over:
 - (a) the life of such individual or the lives of such individual and his or her designated beneficiary; or
 - (b) a period certain not extending beyond the life expectancy of such individual or the joint and last survivor expectancy of such individual 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&A-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.
- (3) The distribution periods described in paragraph (2) above cannot exceed the periods specified in § 1.401(a)(9)-6 of the Income Tax Regulations.
- (4) The first required payment can be made as late as April 1 of the year following the year the individual 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 AFTER DEATH.

- (1) **Death On or After Required Distributions Commence.** If the individual 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.
- (2) **Death Before Required Distributions Commence.** If the individual dies before required distributions commence, his or her entire interest will be distributed at least as rapidly as follows:
 - (a) If the designated beneficiary is someone other than the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual'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 individual's death, or, if elected, in accordance with paragraph (2)(c) below.
 - (b) If the individual's sole designated beneficiary is the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death (or by the end of the calendar year in which the individual would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph (2)(c) 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 (2)(c) 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.

- (c) If there is no designated beneficiary, or if applicable by operation of paragraph (2)(a) or (2)(b) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the individual'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 (2)(b) above).
 - (d) 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 (2)(a) or (b) and reduced by 1 for each subsequent year.
- (3) **Interest.** The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&A-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.
- (4) **Commencement.** For purposes of paragraphs (1) and (2) above, required distributions are considered to commence on the individual's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (2)(b) 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.
- (5) **Spousal Election.** If the sole designated beneficiary is the individual'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.

EXCLUSIVE; NONFORFEITABLE. The contract is established for the exclusive benefit of the individual or his or her beneficiaries. Therefore, while the individual is living, the individual is the annuitant and the owner of this contract and the interest of the individual is nonforfeitable.

NONTRANSFERABLE. This contract is nontransferable by the individual. Therefore, the owner may not: (a) sell; (b) assign; (c) commute; (d) discount; or (e) pledge this contract as collateral for a loan or to secure the performance of any obligation or for any purpose to any person other than to *us*. Except incident to divorce of the individual, no such amount shall be subject to any legal process in payment of any claim against the owner or designated beneficiary, to the extent allowed by law.

PREMIUMS.

- (1) Any refund of premiums (other than those attributable to excess contributions) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future premiums or the purchase of additional benefits.
- (2) The contract does not require fixed contributions.

ANNUAL REPORTS. *We*, the issuer of an individual retirement annuity, shall 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.

ENTIRE CONTRACT. *We* are not a party to, nor are *we* bound by, any agreement, plan or trust in connection with this contract. The terms of this contract shall govern the rights and duties, notwithstanding any contrary terms in any other agreement, plan or trust.

ACACIA LIFE INSURANCE COMPANY

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[Secretary]

[]

[President]

Acacia Life Insurance Company

ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

PURPOSE. This endorsement is attached to and made a part of this annuity contract. It is intended to conform the contract to the provisions of a Roth Individual Retirement Annuity ("Roth IRA") under the Code. The Code is the Internal Revenue Code of 1986, as amended (the "Code"). All provisions of this contract will be interpreted to ensure and maintain qualification under Code Section 408A. If there is a conflict between the terms of the contract and the terms of this endorsement, the endorsement controls. The contract may be amended from time to time to comply with the legal requirement for a Roth IRA. Other amendments may be made with the consent of the individual whose signature appears on the contract.

CONTRIBUTIONS.

(1) **Maximum Permissible Amount.** Except in the case of a qualified rollover contribution or a recharacterization (as defined in (6) below), no contribution will be accepted unless it is in cash and the total of such contributions to all the individual's Roth IRAs for a taxable year does not exceed the applicable amount (as defined in (2) below), or the individual's compensation (as defined in (8) below), if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the individual's compensation is referred to as a "regular contribution." However, notwithstanding the dollar limits on contributions, an individual 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. A "qualified rollover contribution" is a rollover contribution of a distribution from an IRA that meets the requirements of Code § 408(d)(3), except the one-rollover-per-year rule of Code § 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a "non-Roth IRA"). For taxable years beginning after 2005, a qualified rollover contribution includes a rollover from a designated Roth account described in Code § 402A; and for taxable years beginning after 2007, a qualified rollover contribution also includes a rollover from an eligible retirement plan described in § 402(c)(8)(B). Contributions may be limited under (3) through (5) below. Also, if the contract is a Single Premium Deferred Annuity ("SPDA") or a Single Premium Immediate Annuity ("SPIA"), the contributions must be initiated at the time of application, whether in the form of a rollover, transfer, annual contribution, or combination thereof; subsequent contributions will not be accepted.

(2) **Applicable Amount.** The applicable amount is determined under (a) or (b) below:

- (a) If the individual is under age 50, the applicable amount is:
- 1) \$3,000 for any taxable year beginning in 2002 through 2004;
 - 2) \$4,000 for any taxable year beginning in 2005 through 2007; and
 - 3) \$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the \$5,000 amount 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) If the individual is 50 or older, the applicable amount under paragraph (2)(a) above is increased by:
- 1) \$500 for any taxable year beginning in 2002 through 2005, and by;
 - 2) \$1,000 for any taxable year beginning in 2006 and years thereafter.
- (c) If the individual was a participant in a § 401 (k) plan of a certain employer in bankruptcy described in Code §219(b)(5)(C), then the applicable amount under paragraph (2)(a) is increased by \$3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph (2)(c) may not also make contributions under paragraph (2)(b).

- (3) **Regular Contribution Limit.** If (a) and/or (b) below apply, the maximum regular contribution that can be made to all the individual's Roth IRAs for a taxable year is the smallest amount determined under (a) or (b).
- (a) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," defined in (7) below) in accordance with the following table:

Filing Status	Full Contribution	Phase-Out Range	No Contribution
	<i>Modified AGI</i>		
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,000 and \$160,000	\$160,000 or more
Married-Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If the individual's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 408A(c)(3). Such adjustments will be in multiples of \$1,000.

- (b) If the individual makes regular contributions to both Roth and non-Roth IRAs for a taxable year, the maximum regular contribution that can be made to all the individual's Roth IRAs for that taxable year is reduced by the regular contributions made to the individual's non-Roth IRAs for the taxable year.
- (4) **Qualified Rollover Contribution Limit.** A rollover from an eligible retirement plan other than a Roth IRA or a designated Roth account cannot be made to this IRA if, for the year the amount is distributed from the other plan, (i) the individual is married and files a separate return, (ii) the individual is not married and has modified AGI in excess of \$100,000 or (iii) the individual is married and together the individual and the individual's spouse have modified AGI in excess of \$100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for a taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year. For taxable years beginning after 2009, the limits in this paragraph (4) do not apply to qualified rollover contributions.
- (5) **SIMPLE IRA Limits.** 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 the 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 individual first participated in that employer's SIMPLE IRA plan.
- (6) **Recharacterization.** A regular contribution to a non-Roth IRA may be recharacterized pursuant to the rules in § 408A-5 of the regulations as a regular contribution to this IRA, subject to the limits in (3) above.
- (7) **Modified AGI.** For purposes of (3) and (4) above, an individual's modified AGI for a taxable year is defined in § 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (a "conversion").

- (8) **Compensation.** For purposes of (1) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in § 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, § 401(c)(2) shall be applied as if the term trade or business for purposes of § 1402 included service described in Subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual's gross income under § 71 with respect to a divorce or separation instrument described in Subparagraph (A) of § 71(b)(2). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the s p o u s e making a contribution to a Roth IRA or a deductible contribution to a non-Roth IRA.

DISTRIBUTIONS BEFORE DEATH. No amount is required to be distributed prior to the death of the individual for whose benefit the contract was originally established.

DISTRIBUTIONS UPON DEATH.

- (1) **Incorporated References.** Notwithstanding any provision of this IRA to the contrary, the distribution of the individual's interest in the IRA shall be made in accordance with the requirements of the Code § 408(b)(3), as modified by § 408A(c)(5), 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 (3) below) must satisfy the requirements of Code § 408(a)(6), as modified by § 408A(c)(5), and the regulations thereunder, rather than the distribution rules in paragraphs (2), (3), (4) and (5) below.
- (2) **Required Distributions.** Upon the death of the individual, his or her entire interest will be distributed at least as rapidly as follows:
- (a) If the designated beneficiary is someone other than the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual'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 individual's death, or, if elected, in accordance with paragraph (2)(c) below.
- (b) If the individual's sole designated beneficiary is the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death (or by the end of the calendar year in which the individual would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph (2)(c) 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 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 (2)(c) 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.
- (c) If there is no designated beneficiary, or if applicable by operation of paragraph (2)(a) or (2)(b) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the individual'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 (2)(b) above).

- (d) 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 (2)(a) or (b) and reduced by 1 for each subsequent year.
- (3) **Interest.** The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&A-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.
- (4) **Commencement.** For purposes of paragraph (2)(b) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. 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.
- (5) **Spousal Election.** If the sole designated beneficiary is the individual'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.

EXCLUSIVE; NONFORFEITABLE. The contract is established for the exclusive benefit of the individual or his or her beneficiaries. Therefore, while the individual is living, the individual is the annuitant and the owner of this contract and the interest of the individual is nonforfeitable.

NONTRANSFERABLE. This contract is nontransferable by the individual. Therefore, the owner may not: (a) sell; (b) assign; (c) commute; (d) discount; or (e) pledge this contract as collateral for a loan or to secure the performance of any obligation or for any purpose to any person other than to *us*. Except incident to divorce of the individual, no such amount shall be subject to any legal process in payment of any claim against the owner or designated beneficiary, to the extent allowed by law.

PREMIUMS.

- (1) Any refund of premiums (other than those attributable to excess contributions) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future premiums or the purchase of additional benefits.
- (2) The contract does not require fixed contributions.

ANNUAL REPORTS. *We*, the issuer of a Roth Individual Retirement Annuity, shall 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.

ENTIRE CONTRACT. *We* are not a party to, nor are *we* bound by, any agreement, plan or trust in connection with this contract. The terms of this contract shall govern the rights and duties, notwithstanding contrary terms in any other agreement, plan or trust.

ACACIA LIFE INSURANCE COMPANY

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[Secretary]

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[President]

Acacia Life Insurance Company

SIMPLE INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

PURPOSE. This endorsement is attached to and made a part of this annuity contract. It is intended to conform the contract to the provisions of a SIMPLE Individual Retirement Annuity ("IRA") under the Code. The Code is the Internal Revenue Code of 1986, as amended (the "Code"). All provisions of this contract will be interpreted to ensure and maintain qualification under Code Section 408(p). If there is a conflict between the terms of the contract and the terms of this endorsement, the endorsement controls. The contract may be amended from time to time to comply with the legal requirements for a SIMPLE IRA. Other amendments may be made with the consent of the individual whose signature appears on the contract.

CONTRIBUTIONS. This SIMPLE IRA will accept only:

- (1) 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 Code, and
- (2) a rollover contribution or a transfer of assets from another SIMPLE IRA of the individual.

No other contributions will be accepted.

DISTRIBUTIONS BEFORE DEATH.

- (1) Notwithstanding any provision of this IRA to the contrary, the distribution of the individual'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 (3) of the following section entitled Distributions After Death) must satisfy the requirements of Code § 408(a)(6) and the regulations thereunder, rather than paragraphs (2), (3) and (4) below, and the following section entitled Distributions After Death.
- (2) The entire interest of the individual 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 individual attains age 70½ (the "required beginning date") over:
 - (a) the life of such individual or the lives of such individual and his or her designated beneficiary, or
 - (b) a period certain not extending beyond the life expectancy of such individual or the joint and last survivor expectancy of such individual and his or her designated beneficiary.

Payments must be made in periodic payments at intervals of no longer than one year and must be either nonincreasing or they may increase only as provided in Q&A-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.

- (3) The distribution periods described in paragraph (2) above cannot exceed the periods specified in § 1.401(a)(9)-6 of the Income Tax Regulations.
- (4) The first required payment can be made as late as April 1 of the year following the year the individual 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 AFTER DEATH.

- (1) **Death On or After Required Distributions Commence.** If the individual 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.

- (2) **Death Before Required Distributions Commence.** If the individual dies before required distributions commence, his or her entire interest will be distributed at least as rapidly as follows:
- (a) If the designated beneficiary is someone other than the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual'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 individual's death, or, if elected, in accordance with paragraph (2)(c) below.
 - (b) If the individual's sole designated beneficiary is the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death (or by the end of the calendar year in which the individual would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph (2)(c) 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 (2)(c) 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.
 - (c) If there is no designated beneficiary, or if applicable by operation of paragraph (2)(a) or (2)(b) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the individual'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 (2)(b) above).
 - (d) 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 (2)(a) or (b) and reduced by 1 for each subsequent year.
- (3) **Interest.** The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&A-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.
- (4) **Commencement.** For purposes of paragraphs (1) and (2) above, required distributions are considered to commence on the individual's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (2)(b) 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.
- (5) **Spousal Election.** If the sole designated beneficiary is the individual'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.

EXCLUSIVE; NONFORFEITABLE. The contract is established for the exclusive benefit of the individual or his or her beneficiaries. Therefore, while the individual is living, the individual is the annuitant and the owner of this contract and the interest of the individual is nonforfeitable.

NONTRANSFERABLE. This contract is nontransferable by the individual. Therefore, the owner may not: (a) sell, (b) assign, (c) commute, (d) discount, or (e) pledge this contract as collateral for a loan or to secure the performance of any obligation or for any purpose to any person other than to *us*. Except incident to divorce of the individual, no such amount shall be subject to any legal process in payment of any claim against the owner or designated beneficiary, to the extent allowed by law.

PREMIUMS.

- (1) Any refund of premiums (other than those attributable to excess contributions) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future premiums or the purchase of additional benefits.
- (2) The contract does not require fixed contributions.

ANNUAL REPORTS. *We*, the issuer of an individual retirement annuity, shall 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 (1)(2)(B).

DESIGNATED FINANCIAL INSTITUTION. This contract cannot be used by a designated financial institution within the meaning of § 408(p)(7) of the Code.

ROLLOVERS AND TRANSFER RESTRICTIONS. Prior to the expiration of the two-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 two-year period may be subject to a 25% additional tax if the individual does not roll over the amount distributed into a SIMPLE IRA. After the expiration of this two-year period, the individual may roll over or transfer funds to any of 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).

ENTIRE CONTRACT. *We* are not a party to, nor are *we* bound by, any agreement, plan or trust in connection with this contract. The terms of this contract shall govern the rights and duties, notwithstanding contrary terms of any other agreement, plan or trust.

ACACIA LIFE INSURANCE COMPANY

[ SPECIMEN]

[Secretary]

[ SPECIMEN]

[President]

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Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: These forms have been revised to bring them into compliance with current Internal Revenue Code, and are, therefore, considered exempt from readability scoring requirements.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: N/A for this endorsement only filing.		
Comments:		