

SERFF Tracking Number: AMGN-126753095 State: Arkansas  
 Filing Company: American General Life Insurance Company State Tracking Number: 46470  
 Company Tracking Number: 10700 - FUNDING AGREEMENT  
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other  
 Product Name: 10700 - Funding Agreement  
 Project Name/Number: 10700 - Funding Agreement/

## Filing at a Glance

Company: American General Life Insurance Company

Product Name: 10700 - Funding Agreement

SERFF Tr Num: AMGN-126753095 State: Arkansas

TOI: A10 Annuities - Other

SERFF Status: Closed-Approved-  
Closed State Tr Num: 46470

Sub-TOI: A10.000 Annuities - Other

Co Tr Num: 10700 - FUNDING  
AGREEMENT State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird  
 Author: Karyn Enriquez Disposition Date: 08/12/2010  
 Date Submitted: 08/11/2010 Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: 10700 - Funding Agreement

Status of Filing in Domicile: Authorized

Project Number:

Date Approved in Domicile: 08/09/2010

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 08/12/2010

Explanation for Other Group Market Type:

Deemer Date:

State Status Changed: 08/12/2010

Submitted By: Karyn Enriquez

Created By: Karyn Enriquez

Corresponding Filing Tracking Number: 10700 -  
FUNDING AGREEMENT

Filing Description:

Re: 10700 – Funding Agreement Contract

AGLC104120-2010 – Funding Agreement Application

These forms are being submitted for your consideration and approval. They are new and when approved will not replace any forms previously approved by your Department.

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

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The submitted contract is a Funding Agreement. It is a guaranteed payment arrangement designed to meet the needs of clients where a structured settlement or single premium immediate annuity contract does not suffice in settlements not involving personal physical injury and furthermore may involve non-natural person(s). The clients to which funding agreements may be issued include corporations, state or local government entities, not-for-profit organizations, tax exempt organizations, and certain individual investors. These are sophisticated investors. Funding agreements may also be issued to tax-qualified retirement plans.

The funding agreement is issued when the Owner pays the single premium Deposit. The company will pay the Benefits to the Owner (or the Owner's designated Payee) as described in the Benefit Schedule of the Funding Agreement application. If included in the application, an Owner may request to accelerate, delay, or revise a Benefit Payment. The company will only consider the request if one of the events listed in the application occurs. If the company grants the request, the accelerated, delayed, or revised Benefit will be adjusted as described in the Funding Agreement. A Statement of Variability is included to describe the variable material.

Form AGLC104120-2010 is the Funding Agreement application. The application will contain only the information that pertains to the contract, as negotiated by the Owner and the company, which is being issued. A Statement of Variability is included to describe the variable material.

The forms have been written using simplified language. The Flesch Scores are indicated on the Forms Schedule tab for each form.

Unless otherwise informed, we reserve the right to alter the layout of the enclosed forms, including sequential ordering of the provisions, and type font, size (but not less than 10 point) and color.

If you have any questions, or need additional information, please feel free to contact me.

## Company and Contact

### Filing Contact Information

Karyn Enriquez, karyn.enriquez@aglife.com  
2929 Allen Parkway 713-831-2219 [Phone]  
Mail Stop A38-40 713-342-7550 [FAX]  
Houston, TX 77019

### Filing Company Information

American General Life Insurance Company CoCode: 60488 State of Domicile: Texas  
2727-A Allen Parkway Group Code: 12 Company Type:  
Houston, TX 77019 Group Name: AIG State ID Number:

SERFF Tracking Number: AMGN-126753095 State: Arkansas  
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Product Name: 10700 - Funding Agreement  
Project Name/Number: 10700 - Funding Agreement/  
(713) 831-3508 ext. [Phone] FEIN Number: 25-0598210

-----  
**Filing Fees**

Fee Required? Yes  
Fee Amount: \$100.00  
Retaliatory? Yes  
Fee Explanation: Domicile state of Texas filing fee - \$100.00.  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American General Life Insurance Company	\$100.00	08/11/2010	38706351

SERFF Tracking Number: AMGN-126753095 State: Arkansas  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/12/2010	08/12/2010

*SERFF Tracking Number:*      *AMGN-126753095*                      *State:*                      *Arkansas*  
*Filing Company:*              *American General Life Insurance Company*      *State Tracking Number:*      *46470*  
*Company Tracking Number:*      *10700 - FUNDING AGREEMENT*  
*TOI:*                      *A10 Annuities - Other*                      *Sub-TOI:*                      *A10.000 Annuities - Other*  
*Product Name:*              *10700 - Funding Agreement*  
*Project Name/Number:*      *10700 - Funding Agreement/*

## **Disposition**

Disposition Date: 08/12/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

*SERFF Tracking Number:*      *AMGN-126753095*                      *State:*                      *Arkansas*  
*Filing Company:*              *American General Life Insurance Company*      *State Tracking Number:*      *46470*  
*Company Tracking Number:*      *10700 - FUNDING AGREEMENT*  
*TOI:*                      *A10 Annuities - Other*                      *Sub-TOI:*                      *A10.000 Annuities - Other*  
*Product Name:*              *10700 - Funding Agreement*  
*Project Name/Number:*      *10700 - Funding Agreement/*

<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification		Yes
<b>Supporting Document</b>	Application		Yes
<b>Supporting Document</b>	Life & Annuity - Actuarial Memo		No
<b>Supporting Document</b>	Statements of Variability		Yes
<b>Form</b>	Funding Agreement		Yes
<b>Form</b>	Funding Agreement Application		Yes

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## Form Schedule

### Lead Form Number: 10700

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	10700	Funding Agreement (Annuity, Individual and Group)	Funding Agreement	Initial		50.271	10700_NON_MVA_FUNDING_AGREEMENT.pdf
	AGLC1041 20-2010	Application/ Enrollment Form	Funding Agreement Application	Initial		60.273	AGLC104120-2010 - Application - John Doe.pdf

**AMERICAN GENERAL LIFE INSURANCE COMPANY**  
**FUNDING AGREEMENT**

Home Office:  
Houston, Texas

2727-A Allen Parkway  
P.O. Box 1931  
Houston, Texas 77251

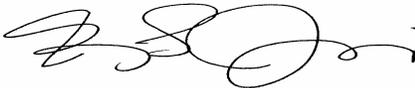
[(800) 288-4066]

**American General Life Insurance Company**, a stock company, will pay the Benefits as described in this Funding Agreement (contract). This page and the pages that follow are part of this contract.

All Benefits will be payable subject to the terms of this contract. The consideration for this contract is the application and the payment of the Deposit to Our Administrative Center.

**This is a FUNDING AGREEMENT.** Benefits are payable as stated in this contract until all Benefits guaranteed under this contract have been paid.

SIGNED AT THE HOME OFFICE ON THE DATE OF ISSUE.



Secretary



President

**THIS CONTRACT IS NON-PARTICIPATING –  
DIVIDENDS ARE NOT PAYABLE.**

**PLEASE READ THIS CONTRACT CAREFULLY.**

**THIS IS A LEGAL CONTRACT BETWEEN THE OWNER AND  
AMERICAN GENERAL LIFE INSURANCE COMPANY.**

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## DEFINITIONS

**Administrative Center.** Our service center to which You should direct all requests, instructions and other communications. Our Administrative Center is located at [205 East 10<sup>th</sup> Avenue, W1SS, Amarillo, TX 79101]. The mailing address for services is [P.O. Box 15367, Amarillo, Texas 79105].

**Business Day.** The term "Business Day" means any day on which the Company, the Federal Reserve Wire Transfer System and the New York Stock Exchange are open for business.

**Company Reference.** "We", "Our", "Us", or "Company" mean American General Life Insurance Company.

**Date of Issue.** The term "Date of Issue" means the date on which the rights and obligations of the Owner and the Company take effect. All contract months, years, and anniversaries are measured from the Date of Issue. The Date of Issue for this contract is as stated on the Contract Data Page.

**Final Benefit Payment Date.** The term "Final Benefit Payment Date" means the date on which:

1. The last Benefit payment is made; and,
2. All rights and obligations terminate under this contract.

The Final Benefit Payment Date for this contract is as stated on the Contract Data Page.

**Home Office.** Our office at 2727-A Allen Parkway, Houston, Texas 77019; Mailing Address P.O. Box 1931, Houston, Texas 77251.

**Written, In Writing.** A Written request or notice in acceptable form and content, which is signed and dated, and received at Our Administrative Center.

**You, Your.** The words "You" or "Your" mean the Owner of this contract.

**CONTRACT DATA PAGE**

Owner:	John Doe	Contract Number:	123456789
Contract Jurisdiction:	[State Name]	Date of Issue:	September 5, 2007
		Final Benefit Payment Date:	September 5, 2072

**Primary Owner.** The Primary Owner is the first person listed in the owner section of the application or who is subsequently named as Primary Owner.

**Joint Owners.** Joint Owners are the two persons (Primary Owner and other person listed in the owner section of the application).

**Non-Natural Owner.** A Non-Natural Owner is a corporation, trust or other legal entity listed in the owner section of the application that is not a natural person or any corporation, trust or other legal entity that is subsequently named as an Owner.

**Owner.** The Owner is any Primary Owner, the Joint Owners or a Non-Natural Owner designated in the application as the Owner of this contract on the Date of Issue, or such other party to whom this contract is later transferred in accordance with the provisions of Your contract. As the Owner, You have the right to:

1. Name a different Owner;
2. Assign Your full interest in this contract to another person; or
3. Name a different Payee.

**Change of Owner or Payee.** The Owner or Payee may be changed unless the previous designation provides otherwise. The change may be made by submitting a Written request to Us. The change will take effect when We have recorded the change. However, after the change is recorded, the change will be deemed effective as of the date of the Written request for change. The change will be subject to any payment made or action taken by Us before the request is recorded.

Any change of Owner or Payee may have income tax consequences.

## **BENEFITS**

We will pay the Benefits to the Payee designated in the application, or to any other Payee as directed by You In Writing. Benefits will be paid by the method shown in the application, unless another method of payment is mutually agreed upon. If the Payment Date for which a Benefit is due is not a Business Day, payment will be made on the Business Day that follows. No additional interest will be added to such payment.

**[Delayed Benefit Payment.]** You may request that We delay the payment of a Benefit due to a Delayed Benefit Event that is described in the application. You must provide Us with evidence satisfactory to Us that the Delayed Benefit Event has occurred. The evidence and Your request to delay the payment of the Benefit must be submitted to Us In Writing. We must receive Your request at least [ninety (90)] days before the originally scheduled Benefit Payment Date. We will review Your request and provide You with Our decision within [sixty (60)] days of the date that We received Your request. Benefits may be delayed up to [one (1)] year[s] from the Benefit's scheduled Payment Date. Remaining Benefits will be paid as stated in the application. However, all Benefits must be paid on or prior to the Final Benefit Payment Date.

If We approve Your request, the amount of the Delayed Benefit will be adjusted by crediting interest daily to the originally scheduled Benefit amount. The Delayed Interest Adjustment Rate will be equal to the lesser of:

1. The annualized [90-day US Treasury Bill Rate] on the originally scheduled Benefit Payment Date;  
or
2. The Interest Adjustment Rate shown in the application.

The formula to calculate the Delayed Benefit payable is stated below. “n” is the total number of days between the originally scheduled Benefit Payment Date and the date the Delayed Benefit will be paid.

$$\text{Delayed Benefit} = (\text{Originally scheduled benefit}) * [(1 + \text{Delayed Interest Adjustment Rate})]^{n/365}.$$

**[Accelerated Benefit Payment.** You may request that We pay a Benefit prior to its Payment Date due to an Accelerated Benefit Event that is described in the application. You must provide evidence satisfactory to Us that the Accelerated Benefit Event has occurred. The evidence and Your request to accelerate the payment of the Benefit must be submitted to Us In Writing. We must receive Your request at least [ninety (90)] days before the requested Accelerated Benefit Payment Date. We will review Your request and provide You with Our decision within [sixty (60)] days of the date that We received Your request. Benefits may be accelerated up to [one (1)] year[s] prior to the Benefit’s scheduled Payment Date. Remaining Benefits will be paid as stated in the application. However, all Benefits must be paid on or prior to the Final Benefit Payment Date.

If We approve Your request, the amount of the Accelerated Benefit will be adjusted by discounting daily the originally scheduled Benefit amount by an Accelerated Interest Adjustment Rate. The Accelerated Interest Adjustment Rate will be equal to the greater of:

1. The annualized [90-day US Treasury Bill Rate] on the day before the requested Accelerated Benefit Payment Date plus [300] percentage points; or
2. The Interest Adjustment Rate shown in the application.

The formula to calculate the amount of the Accelerated Benefit payable is stated below. “n” is the total number of days between the originally scheduled Benefit Payment Date and the date the Accelerated Benefit will be paid.

$$\text{Accelerated Benefit} = (\text{Originally scheduled benefit}) / [(1 + \text{Accelerated Interest Adjustment Rate})]^{n/365}.$$

**[Revised Benefits.** You may request that We revise the amount(s) and/or the Due Date(s) of any remaining Benefit(s) due under this contract. You must provide Us with evidence satisfactory to Us that the Revised Benefits Event that is described in the application has occurred. The evidence and Your request for Revised Benefits must be submitted to Us In Writing. We must receive Your request at least [ninety (90)] days before the next Benefit Payment Date. Although You may have complied with all of the requirements to make a request, We reserve the right to deny Your request. We will review Your request and provide You with Our decision within [sixty (60)] days of the date that We received Your request.

If We approve Your request, a supplemental application will show the:

1. Remaining Deposit amount[s]; and
2. Final Benefit Payment Date.]

## GENERAL INFORMATION

**Contract.** Your contract is a legal contract that You have entered into with Us. You have paid the initial Deposit and have submitted an application, a copy of which is attached. In return, We promise to provide the Benefits described in this contract.

The entire contract consists of:

1. The base contract;
2. The riders that add benefits to the base contract, if any;
3. Endorsements, if any; and
4. The attached copy of Your application, and any amendments or supplemental applications.

**Assignment.** Only full assignments of contracts are allowed. We will not be bound by any assignment of this contract unless it is received by Us In Writing. We will not be responsible for the validity of any assignment. Any change or assignment may have income tax consequences.

**Changes.** No change will be made that adversely affects Your rights unless the change is required by law. You will be provided with notice of any change affecting this contract, and, if required, the right to reject such change. Any change in this contract must be approved by the President, a Vice President, an Administrative Officer or the Secretary of the Company. No agent has the authority to make any changes or waive any of the terms of this contract.

**Nonparticipating.** This contract will not pay dividends. It will not participate in any of Our surplus or earnings.

**Incontestable.** This contract is incontestable.

**Applicable Law.** This contract is governed by the laws of the state declared as having Contract Jurisdiction on the Contract Data Page.

**Changing or Discontinuing the [90-day US Treasury Bill Rate].** If the [90-day US Treasury Bill Rate] is no longer published, or if We determine the rate cannot or should not be used, We will adopt a published rate that is similar. We will notify You of any change.

**Termination.** This contract will terminate on the Final Benefit Payment Date.

**AMERICAN GENERAL LIFE INSURANCE COMPANY**  
A Stock Company

**This is a FUNDING AGREEMENT.** Benefits are payable as stated in this contract until all Benefits guaranteed under this contract have been paid.

**THIS CONTRACT IS NON-PARTICIPATING –  
DIVIDENDS ARE NOT PAYABLE.**

**PLEASE READ THIS CONTRACT CAREFULLY.**

**THIS IS A LEGAL CONTRACT BETWEEN THE OWNER AND  
AMERICAN GENERAL LIFE INSURANCE COMPANY.**

For Information, Service or to make a Complaint  
Contact Your Servicing Agent, or Our Administrative Center

**Administrative Center: [205 East 10<sup>th</sup> Avenue, W1SS Amarillo, TX 79101]**  
[P.O. Box 15367, Amarillo, Texas 79105]  
[(800) 288-4066]

FUNDING AGREEMENT APPLICATION

American General Life insurance Company, Houston, TX

Application is hereby made for a Funding Agreement ("contract") by the Owner (identified below), to be issued by American General Life Insurance Company ("Company"). The terms and conditions of the application and contract have been mutually agreed upon by the Owner and the Company. The application will be attached to and made a part of the issued contract.

1. Owner:

[INDIVIDUAL/PRIMARY OWNER NO. 1

Name (FIRST, MI, LAST): Mr/Mrs/Ms \_\_\_\_\_ John Doe \_\_\_\_\_

Sex:  Male  Female Date of Birth (MM/DD/YYYY): \_\_\_\_\_ 09/01/1972 \_\_\_\_\_ Age: \_\_\_\_\_ 35 \_\_\_\_\_

U.S. Citizen  Yes  No If no, Date of Entry: \_\_\_\_\_ Visa Type: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Phone Number (DAYTIME): \_\_\_\_\_ 555-555-5555 \_\_\_\_\_ SSN/TAX ID: \_\_\_\_\_ 555-55-5555 \_\_\_\_\_

Address (STREET): \_\_\_\_\_ 5555 Any Street \_\_\_\_\_

City: \_\_\_\_\_ Houston \_\_\_\_\_ State: \_\_\_\_\_ TX \_\_\_\_\_ Zip: \_\_\_\_\_ 55555 \_\_\_\_\_

Owner's Email Address is Required (If none exists, enter NA): \_\_\_\_\_ John.doe@abc.net \_\_\_\_\_]

[OWNER NO. 2

Name (FIRST, MI, LAST): Mr/Mrs/Ms \_\_\_\_\_

Sex:  Male  Female Date of Birth (MM/DD/YYYY): \_\_\_\_\_ Age: \_\_\_\_\_

U.S. Citizen  Yes  No If no, Date of Entry: \_\_\_\_\_ Visa Type: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Phone Number (DAYTIME): \_\_\_\_\_ SSN/TAX ID: \_\_\_\_\_

Address (STREET): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Owner No. 2's Email Address is Required (If none exists, enter NA): \_\_\_\_\_]

[NON-NATURAL OWNER

Trust Date of Trust (MM/DD/YYYY): \_\_\_\_\_ Corporation  Partnership  Other \_\_\_\_\_

Full Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Tax ID Number: \_\_\_\_\_

Address (STREET): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Trustee's Name (IF TRUST IS NAMED): \_\_\_\_\_

Trusts: If the Owner will be a trust, please submit the first and signature pages of the trust document, and the completed Trust Affidavit, form [AGLC102505].]

2. **Payee Name:** John Doe  
Address (STREET): 5555 Any Street  
City: Houston State: TX Zip: 55555  
Bank Name: Any Bank  
Bank Address: 5556 Any Street  
City: Houston State: TX Zip: 55555  
Routing #: 123456789 Account #: 987654321  
Checking:  Savings:  Other (Type):

3. **Final Benefit Payment Date:** January 1, 2010

4. **Deposit Amount:** \$500,000

5. **[Interest Adjustment Rate:** [xx.xx%]]

6. **Benefit Payment Method:** [federal funds transfer]

7. **Benefit Schedule:**

Benefits will be paid in the amounts and on the dates set forth below.

<u>Benefit Amount</u>	<u>Payment Date</u>
\$600,000.00	January 1, 2010

[Accelerated Benefit Events. The Company will consider a request for an Accelerated Benefit when any of the following occurs:

- 1.
- 2.
3. ]

[Delayed Benefit Events. The Company will consider a request for a Delayed Benefit Payment when any of the following occurs:

- 1.
- 2.
3. ]

[Revised Benefit Events. The Company will consider a request to revise Benefits when any of the following occurs:

- 1.
- 2.
3. ]

8. **Special Instructions:**

**REPRESENTATIONS**

Mutual Representations. The Company and the Owner each represent and warrant to the other on each day during the term of this contract as follows:

1. The Company and the Owner each have the power to enter into the contract and to consummate the transactions contemplated hereby;
2. This contract is a valid and binding obligation of each party in accordance with the terms of the contract, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights, and subject as to enforceability to general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law;
3. The execution of this contract, and delivery and performance of this contract by each party does not and will not (a) conflict with or result in a default under any agreement to which it is a party, or (b) violate any law, regulation, order, license, decree or judgment by which it is bound;
4. In performing its obligations hereunder We are not acting as a fiduciary, agent or other representative for You or anyone else. All representations and warranties made by You and Us in the contract shall be considered to have been relied upon by the other in connection with the execution hereof; and
5. Each party will notify the other promptly of the occurrence of any event that would cause any of the representations and warranties contained in this contract or in any document, instrument or certificate delivered in connection herewith to be untrue or inaccurate in any material respect.

Your Additional Representations. You represent to Us as follows:

1. You have not relied and will not rely on any written or oral communication or advice received from Us or Our affiliates as investment advice, either as a recommendation to enter into this contract or as a basis of any investment decision;
2. You are capable of assessing and understanding the merits and risks of this contract (on Your behalf or through independent professional advice), and understand and accept, the terms, conditions, and risks of this contract;
3. You have had an opportunity to review the contract and reach Your own conclusions regarding the tax and accounting consequences to You; You acknowledge that We and Our affiliates have made no representations or given advice on such matters; and nothing in the contract shall be construed as a representation by Us on any tax or accounting consequences;
4. You: (a) have had a reasonable opportunity to make such inquiries as You deemed necessary prior to signing the application, and (b) You received or had access to such additional information as You deemed necessary in connection with Your decision to enter into the contract;[ and,]
5. That neither You nor any other party acting for or on Your behalf have relied upon the advice received from Us or Our affiliates for purposes of determining whether the contract is suitable for the purpose intended[.]; and,]
6. [In performing Your obligations hereunder, You are not acting as a fiduciary.]

**Signatures:**

Signed at (city, state) Houston, TX On (date) September 1, 2007

X John Doe  
Owner

X \_\_\_\_\_  
Joint Owner (if applicable)

I certify that the information provided by the Owner[s] [has] [have] been truthfully and accurately recorded on the application.

X John Agent  
AGENT/BROKER SIGNATURE

John Agent  
AGENT/BROKER NAME (PRINT)

222-222-2222  
AGENT/BROKER TELEPHONE NUMBER

SERFF Tracking Number: AMGN-126753095 State: Arkansas  
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## Supporting Document Schedules

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Flesch Certification

**Comments:**

**Attachments:**

Certificate of Compliance with Rule 19 Signed.pdf  
AR Flesch Certification.pdf

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Application

**Comments:**

Application attached under Forms Schedule tab.

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Statements of Variability

**Comments:**

**Attachments:**

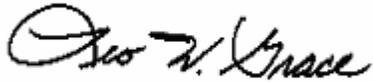
10700 Stmt of Variability.pdf  
10700 App Stmt of Variability.pdf

## Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: American General Life Insurance Company

Form Number(s): 107010  
AGLC104120-2010

I hereby certify that the filing above meets all applicable Arkansas requirements including the Requirements of Rule and Regulation 19.



\_\_\_\_\_  
Signature of Company Officer

Leo W. Grace  
Name

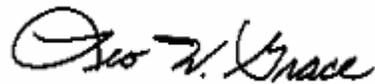
Vice President  
Title

August 11, 2010  
Date

AMERICAN GENERAL LIFE INSURANCE COMPANY

CERTIFICATION

This is to certify that the attached Form Number AGLC104027 achieved a Flesch Reading Score of 50.271 and complies with the requirements of Arkansas Stat. Ann. §66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.



---

Leo W. Grace, FLMI  
Vice President

August 11, 2010  
Date

AMERICAN GENERAL LIFE INSURANCE COMPANY  
STATEMENT OF VARIABILITY  
10700

Variability in the following items is needed so that the Company can adjust these items based on the agreement negotiated between the Owner and the Company, future conditions, including the economic conditions such as bond interest rates, and administrative and marketing considerations. Any re-determination of these items will be based on Our future expectations as to investment earnings, expenses, option prices and state and federal taxes. We will not change these rates or charges in order to recoup prior losses.

**ADMINISTRATIVE CENTER ADDRESS AND MAILING ADDRESS.** The address and mailing address for the Administrative Center are bracketed to allow the Company to change these items if the Administrative Center moves or if its mailing address is changed.

**DELAYED BENEFIT PAYMENT.** If the agreement includes conditions for a Delayed Benefit Payment, as negotiated by the Owner and the Company, this provision will be included in the agreement. The periods for 1) the Owner to provide the company a request for Delayed Benefit Payment; and 2) the Company to provide to the Owner its decision on the request for Delayed Benefit Payment, are bracketed to accommodate a change in administrative procedures by the Company. The period for which a Payment may be delayed is bracketed to accommodate administrative and marketing considerations. The “90-day US Treasury Bill Rate” is bracketed to allow the Company to select a comparable index to calculate the Delayed Benefit Payment.

**ACCELERATED BENEFIT PAYMENT.** If the agreement includes conditions for an Accelerated Benefit Payment, as negotiated by the Owner and the Company, this provision will be included in the agreement. The periods for 1) the Owner to provide the company a request for Accelerated Benefit Payment; and 2) the Company to provide to the Owner its decision on the request for Accelerated Benefit Payment, are bracketed to accommodate a change in administrative procedures by the Company. The period for which a Payment may be accelerated is bracketed to accommodate administrative and marketing considerations. The “90-day US Treasury Bill Rate” is bracketed to allow the Company to select a comparable index to calculate the Accelerated Benefit Payment.

**REVISED BENEFITS.** If the agreement includes conditions for a Revised Benefits, as negotiated by the Owner and the Company, this provision will be included in the agreement. The periods for 1) the Owner to provide the company a request for Revised Benefits; and 2) the Company to provide to the Owner its decision on the request for Revised Benefits, are bracketed to accommodate a change in administrative procedures by the Company.

CHANGING OR DISCONTINUING THE 90-DAY US TREASURY BILL RATE. The “90-day US Treasury Bill Rate” is bracketed to allow the Company to select a comparable index for use in the agreement.

ADMINISTRATIVE CENTER ADDRESS AND TELEPHONE NUMBER. The address and telephone number for the Administrative Center are bracketed to allow the Company to change these items if the Administrative Center moves or its telephone number is changed.

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Variability in the following items is needed so that the Company can adjust the application to allow the application to correctly reflect the agreement negotiated between the Owner and the Company.

**INDIVIDUAL/PRIMARY OWNER NO. 1.** This item will be included in the application if the Owner of the agreement is an individual.

**OWNER NO. 2.** This item will be included in the application if there is an individual that is a Joint Owner of the agreement.

**NON-NATURAL OWNER.** This item will be included in the application if the Owner of the agreement is an entity instead of an individual (for example, a corporation, trust, etc.). The Trust Affidavit form number is bracketed to allow the Company to use another Trust Affidavit Form in the future, if necessary.

**INTEREST ADJUSTMENT RATE.** This item will be included in the application if the agreement, as negotiated by the Owner and the Company, includes at least one of the following provisions: Delayed Benefit Payment or Accelerated Benefit Payment.

**BENEFIT PAYMENT METHOD.** The Benefit Payment Method is bracketed to allow the Company to pay the Benefit by the method negotiated by the Owner and the Company.

**ACCELERATED BENEFIT EVENTS.** If the agreement includes an Accelerated Benefit Payment provision, as negotiated by the Owner and the Company, this item will be included in the application. The Events that will allow the Owner the right to request an Accelerated Benefit will be listed here.

**DELAYED BENEFIT EVENTS.** If the agreement includes a Delayed Benefit Payment provision, as negotiated by the Owner and the Company, this item will be included in the application. The Events that will allow the Owner the right to request a Delayed Benefit will be listed here.

**REVISED BENEFIT EVENTS.** If the agreement includes a Revised Benefit Payment provision, as negotiated by the Owner and the Company, this item will be included in the application. The Events that will allow the Owner the right to request a revision to the scheduled Benefit amounts or time of payment will be listed here.

**YOUR ADDITIONAL REPRESENTATIONS.** The term “and” is bracketed in items 4 and 5 and will be used as appropriate when item 6 is included in Your Additional Representations. Item 6 is included when the Owner and the Company agree that the Owner cannot act as a fiduciary.