Filing at a Glance

Company: American General Life Insurance Company of Delaware

Product Name: AGLD IRA	SERFF Tr Num: AMGN-127021892	State: Arkansas
TOI: A10 Annuities - Other	SERFF Status: Closed-Approved-Closed	State Tr Num: 48030
Sub-TOI: A10.000 Annuities - Other	Co Tr Num: AGLD IRA	State Status: Approved-Closed
Filing Type: Form		Reviewer(s): Linda Bird
	Author: Luis Cardozo	Disposition Date: 02/23/2011
	Date Submitted: 02/18/2011	Disposition Status: Approved-Closed
Implementation Date Requested: On Approval		Implementation Date:

State Filing Description:

General Information

Project Name:	Status of Filing in Domicile: Authorized
Project Number:	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Individual Market Type:
Overall Rate Impact:	Filing Status Changed: 02/23/2011
	State Status Changed: 02/23/2011
Deemer Date:	Created By: Luis Cardozo
Submitted By: Luis Cardozo	Corresponding Filing Tracking Number: AGLD IRA

Filing Description:

Re: AGLC103983-2011 - Individual Retirement Annuity (IRA) Endorsement
AGLC103983R-2011 – Roth Individual Retirement Annuity (Roth IRA) Endorsement

These forms are being submitted for approval. These IRA endorsements have been written to comply with the latest IRS List of Required Modifications for Traditional and Roth IRAs. They are new and when approved will replace our previously approved IRA endorsement forms AGLC103983-2010 and AGLC103983R-2010.

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

Form AGLC103983-2010 is a Traditional Individual Retirement Annuity Endorsement which will be added to annuity contracts, both fixed and variable, individual and group, approved by your Department when issued in connection with Traditional IRA plans.

Form AGLC103983R-2010 is a Roth Individual Retirement Annuity Endorsement which will be added to annuity contracts, both fixed and variable, individual and group, approved by your Department when issued in connection with Roth IRA plans.

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

Company and Contact

Filing Contact Information

Luis Cardozo, luis.cardozo@aglife.com
2929 Allen Parkway 713-831-2465 [Phone]
Mail Stop A38-40 713-342-7550 [FAX]
Houston, TX 77019

Filing Company Information

American General Life Insurance Company of Delaware	CoCode: 66842	State of Domicile: Delaware
600 King Street	Group Code: 12	Company Type:
Wilmington, DE 19801	Group Name:	State ID Number:
(713) 831-3508 ext. [Phone]	FEIN Number: 25-1118523	

Filing Fees

Fee Required?	Yes
Fee Amount:	$50.00
Retaliatory?	Yes
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American General Life Insurance Company of Delaware	$50.00	02/18/2011	44869668
American General Life Insurance Company of Delaware	$50.00	02/22/2011	44925078

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/23/2011	02/23/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	**Created By**	**Created On**	**Date Submitted**	**Responded By**	**Created On**	**Date Submitted**
Pending Industry Response	Linda Bird	02/22/2011	02/22/2011	Luis Cardozo	02/22/2011	02/22/2011

Disposition

Disposition Date: 02/23/2011
Implementation Date:
Status: Approved-Closed
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*AMGN-127021892*	*State:*	*Arkansas*
Filing Company:	*American General Life Insurance Company of Delaware*	*State Tracking Number:*	*48030*
Company Tracking Number:	*AGLD IRA*		
TOI:	*A10 Annuities - Other*	*Sub-TOI:*	*A10.000 Annuities - Other*
Product Name:	*AGLD IRA*		
Project Name/Number:	*/*		

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	IRA Endorsement		No
Form	Roth IRA Endorsement		No

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	02/22/2011
Submitted Date	02/22/2011
Respond By Date	03/22/2011

Dear Luis Cardozo,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Regulation 57 was revised effective January 2010, the filing fee is now $50.00 per form. We will hold your filing in a pending status until the additional $50.00 is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	02/22/2011
Submitted Date	02/22/2011

Dear Linda Bird,

Comments:
Good morning,

Response 1

Comments: Additional fees added.

Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now $50.00 per form. We will hold your filing in a pending status until the additional $50.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you.

Sincerely,
Luis Cardozo

Form Schedule

Lead Form Number: AGLC103983-2011

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	AGLC103983-2011	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	IRA Endorsement	Initial		0.000	AGLC103983_2011_AGLD_INDIVIDUAL_RETIREMENT_ANNUITY_ENDORSEMENT.pdf
	AGLC103983R-2011	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Roth IRA Endorsement	Initial		0.000	AGLC103983R_2011_AGLD_ROTH_INDIVIDUAL_RETIREMENT_ANNUITY_ENDORSEMENT.pdf

AMERICAN GENERAL LIFE INSURANCE COMPANY OF DELAWARE
INDIVIDUAL RETIREMENT ANNUITY (IRA) ENDORSEMENT

This endorsement is added to and is made a part of the annuity contract to which it is attached.

This contract qualifies for special tax treatment under sections 408(b) and 219 of the Internal Revenue Code of 1986 ("the Code"). If there is a conflict between this endorsement and the annuity contract to which it is attached, the provisions of this endorsement will control to the extent that the following provisions of this endorsement are applicable to the annuity contract to which it is attached.

(1) **Exclusive Benefit Code Section 408(b).**

The contract is established for the exclusive benefit of the individual or his or her beneficiaries. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a decreased individual, references in this document to the "individual" are to be decreased individual.

(2) **Maximum permissible annual contribution and restrictions on kinds of contributions, Code Sections 72(t)(2)(G), 219(b), 408(b)(2), 408(d)(3)(C), 408(d)(3)(G), 408(p)(1)(B) and 408(p)(2)(A)(iv).**

(a) Except in the case of a rollover contribution (as permitted by Internal Revenue Code Sections 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 Section 408(k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed $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 Section 219(b)(5)(D). Such adjustments will be in multiples of $500.

(b) In the case of an individual who is 50 or older, the annual cash contribution limit is increased by $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 individual may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation.

(d) In addition to the amounts described in paragraphs (a) and (c) above, an individual who was a participant in a Section 401(k) plan of a certain employer in bankruptcy described in Code Section 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 (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 Section 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.

(f) If this is an inherited IRA within the meaning of Section 408(d)(3)(C), no contributions will be accepted.

(3) **Distributions before death must commence no later than 70 1/2, Code Section 408(b)(3) and Regs. Section 1.408-8.**

(a) 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 Section 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 section 4c) must satisfy the requirements of Code Section 408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and section 4.

(b) 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 70 1/2 (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&As-1 and -4 of Section 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 Section 1.401(a)(9)-6. If this is an inherited IRA within the meaning of Section 408(d)(3)(C), this paragraph and paragraphs (c) and (d) below do not apply.

(c) The distribution periods described in paragraph (b) above cannot exceed the periods specified in Section 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 individual attains age 70 1/2 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.

(4) **Distribution upon death, Code Section 408(b)(3) and Regs. Section 1.408-8. Also, Notice 2007-7, Q&As 17-19, 2007-1 C.B. 395.**

(a) 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.

(b) 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:

(1) 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 designated beneficiary's life, or over a period not extending beyond 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 (b)(3) below. If this is an inherited IRA within the meaning of Section 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Section 402 (c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(1) if the transfer is made no later than the end of the year following the year of death.

(2) 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 70 1/2 if later), over such spouse's life expectancy, 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 life or over a period not extending beyond 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 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 (b)(2) above).

(4) Life expectancy is determined using the Single Life Table in Q&A-1 of Section 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. If distributions are made in the form of an annuity, life expectancy is not recalculated.

(c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that the annuity contract is annuitized, the "interest" in the IRA is treated as an individual account for purposes of Code Section 401(a)(9) and includes 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 individual'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 Section 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 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.

(f) The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of Section 1.408-8 of the Income Tax Regulations.

(5) **Participant's interest must be nonforfeitable, Code Section 408(b)(4).**

The interest of the individual is nonforfeitable.

(6) **Contract is nontransferable by the owner, Code Section 408(b)(1).**

This contract is nontransferable by the individual.

(7) **Application of refund premiums, Code Section 408(b)(2).**

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.

(8) **Contract may not require fixed premiums, Code Section 408(b)(2) and proposed regulation Section 1.408-3(f).**

If the premium payments are interrupted, the contract will be reinstated at any date prior to maturity upon payment of a premium to the Company, and the minimum premium amount for reinstatement shall be an amount not to exceed $50, however, the Company may at its option either accept additional future payments or terminate the contract by payment in cash of the then present value of the paid up benefit if no premiums have been received for two full consecutive policy years and the paid up annuity benefit at maturity would be less than $20 per month.

(9) **Annual reports by trustees or issuers, Regs. Sections 1.408-5 and 1.408-8.**

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.

(10) **Includible compensation, Code Sections 219(f)(1) and 219(f)(7) and Regs. Section 1.219-1(c)(1).**

Compensation means 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 Code Section 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, Section 401(c)(2) shall be applied as if the term trade or business for purposes of Section 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 (determined without regard to Section 112). 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 Section 71 with respect to a divorce or separation instrument described in subparagraph (A) of Section 71(b)(2). The term "compensation" also includes any differential wage payments as defined in Section 3401(h)(2).

(11) **Amendments.**

Any amendments to this endorsement required for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the individual policy owner. The individual policy owner will be deemed to have consented to any other amendment unless the individual policy owner notifies the Company that he or she does not consent within 30 days from the date the Company mails the amendment to the individual policy owner.

Executed for the Company on the date on which the annuity contract is issued.

Mary Jane Fortin

President

AMERICAN GENERAL LIFE INSURANCE COMPANY OF DELAWARE
ROTH INDIVIDUAL RETIREMENT ANNUITY (ROTH IRA) ENDORSEMENT

This endorsement is added to and is made a part of the annuity contract to which it is attached.

This contract qualifies for special tax treatment under sections 408, 408A and 219 of the Internal Revenue Code of 1986 ("the Code"). If there is a conflict between this endorsement and the annuity contract to which it is attached, the provisions of this endorsement will control to the extent that the following provisions of this endorsement are applicable to the annuity contract to which it is attached.

(1) **Exclusive Benefit Code Sections 408A and 408(b).**

The contract is established for the exclusive benefit of the individual or his or her beneficiaries. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, references in this document to the "individual" are to the deceased individual.

(2) **Maximum permissible annual contribution and restrictions on kinds of contributions, Code Sections 72(t)(2)(G), 219(b), 219(f)(1), 408(d)(3)(G), 408(p)(1)(B), 408(p)(2)(A)(iv), 408A(c), 408A(d)(6) and 408A(e) and Regulations Sections 1.219-1(c)(1) and 1.408A-3, -4 and –5. Also, Section 201 of the Gulf Opportunity Zone Act of 2005, Pub. L. 109-135; Section 15345 of the Food, Conservation, and Energy Act of 2008, Pub. L. 110-246; Section 702 of Division C of the Emergency Economic Stabilization Act of 2008, Pub. L. 110-343; and Section 125 of WRERA.**

(a) Maximum Permissible Amount. Except in the case of a qualified rollover contribution (as defined in (g) below) or a recharacterization (as defined in (f) 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 (b) below), or the individual's compensation (as defined in (h) 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 preceding limits on contributions, an individual may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. Contributions may be limited under (c) through (e) below.

(b) Applicable Amount. The applicable amount is determined under (i), (ii), or (iii) below:

(i) If the individual is under age 50, the applicable amount is $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 Section 219(b)(5)(D). Such adjustments will be in multiples of $500.

(ii) If the individual is 50 or older, the applicable amount under paragraph (i) above is increased by $1,000 for any taxable year beginning in 2006 and years thereafter.

(iii) If the individual was a participant in a Section 401(k) plan of a certain employer in bankruptcy described in Code Section 219(b)(5)(C), then the applicable amount under paragraph (i) above is increased by $3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph (iii) may not also make contributions under paragraph (ii).

(c) Regular Contribution Limit. The maximum regular contribution that can be made to all the individual's Roth IRAs for a taxable year is the smaller amount determined under (i) or (ii).

(i) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income in accordance with the following table:

Filing Status	Full Contribution	Phase-Out Range	No Contribution
	Modified Adjusted Gross Income		
Single or Head of Household	$95,000 or less	Between $95,000 - $110,000	$110,000 or more
Joint Return or Qualifying Widow(er)	$150,000 or less	Between $150,000 - $160,000	$160,000 or more
Married-Separate Return	$0	Between $0 - $10,000	$10,000 or more

An individual's modified adjusted gross income ("modified AGI") for a taxable year is defined in Code Section 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a qualified rollover contribution. 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 Section 408A(c)(3). Such adjustments will be in multiples of $1,000.

(ii) If the individual makes regular contributions to both Roth and non-Roth IRAs for 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.

(d) SIMPLE IRA Limits. No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 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.

(e) Inherited IRA. If this is an inherited IRA within the meaning of Section 408(d)(3)(c), no contributions will be accepted.

(f) Recharacterization. A regular contribution to a non-Roth IRA may be recharacterized pursuant to the rules in Section 1.408A-5 of the regulations as a regular contribution to this IRA, subject to the limits in (c) above.

(g) Qualified Rollover Contribution. A "qualified rollover contribution" is a rollover contribution of a distribution from an eligible retirement plan described in Section 402(c)(8)(B). If this distribution is from an IRA, the rollover must meet the requirements of Code Section 408(d)(3), except the one-rollover-per-year rule of Section 408(d)(3)(B) does not apply if the distribution is from a non-Roth IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16), as applicable. A qualified rollover contribution also includes (i) and (ii) below.

(i) All or part of a military death gratuity or servicemember’s group life insurance ("SGLI") payment may be contributed if the contribution is made within 1 year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under Section 408(d)(3)(B).

(ii) All or part of an airline payment (as defined in Section 125 of the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), Pub. L. 110-458) received by certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment.

(h) Compensation. For purposes of (a) 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 Code Section 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, Section 401(c)(2) shall be applied as if the term trade or business for purposes of Section 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 (determined without regard to Section 112). 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 Section 71 with respect to a divorce or separation instrument described in subparagraph (A) of Section 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 spouse making an IRA contribution. The term "compensation" also includes any differential wage payments as defined in Section 3401(h)(2).

(3) **Distributions before death are not required, Code Section 408A(c)(5).**

No amount is required to be distributed prior to the death of the individual for whose benefit the contract was originally established. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C), this paragraph does not apply.

(4) **Distribution upon death, Code Sections 408(b)(3) and 408A(c)(5) and Regulations Sections 1.408-8 and 1.408A-6. Also, Notice 2007-7, Q&As 17-19, 2007-1 C.B.395.**

(a) 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 Section 408(b)(3), as modified by Section 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 Section 4(c)) must satisfy the requirements of Code Section 408(a)(6), as modified by Section 408A(c)(5), and the regulations thereunder, rather than the distribution rules in paragraphs (b), (c), (d) and (e) below.

(b) Upon the death of the individual, his or her entire interest will be distributed at least as rapidly as follows:

(i) 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 designated beneficiary's life, or over a period not extending beyond 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 (b)(iii) below. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Section 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(i) if the transfer is made no later than the end of the year following the year of death.

(ii) 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 70 1/2, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(iii) 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 life, or over a period not extending beyond 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)(iii) 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.

(iii) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(i) or (b)(ii) 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 (b)(ii) above).

(iv) Life expectancy is determined using the Single Life Table in Q&A-1 of Section 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)(i) or (ii) and reduced by 1 for each subsequent year. If distributions are made in the form of an annuity, life expectancy is not recalculated.

(c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that the annuity contract is annuitized, the "interest" in the IRA is treated as an individual account for purposes of Code Section 401(a)(9) and includes the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

(d) For purposes of paragraph (b)(ii) 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 Section 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 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.

(f) The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of Section 1.408-8 of the Income Tax Regulations.

(5) **Participant's interest must be nonforfeitable, Code Section 408(b)(4).**

The interest of the individual is nonforfeitable.

(6) **Contract is nontransferable by the owner, Code Section 408(b)(1).**

This contract is nontransferable by the individual.

(7) **Application of refund premiums, Code Section 408(b)(2).**

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.

(8) **Contract may not require fixed premiums, Code Section 408(b)(2) and Proposed Regulations Section 1.408-3(f).**

If the premium payments are interrupted, the contract will be reinstated at any date prior to maturity upon payment of a premium to the insurance company, and the minimum premium amount for reinstatement shall be an amount not to exceed $50, however, the insurance company may at its option either accept additional future payments or terminate the contract by payment in cash of the then present value of the paid up benefit if no premiums have been received for two full consecutive policy years and the paid up annuity benefit at maturity would be less than $20 per month.

(9) **Annual reports by issuers, Sections 408(i) and 408A(d)(3)(D) and Regulations Sections 1.408-5 and 1.408-8.**

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.

(10) **Amendments.**

Any amendments to this endorsement required for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the individual policy owner. The individual policy owner will be deemed to have consented to any other amendment unless the individual policy owner notifies the Company that he or she does not consent within 30 days from the date the Company mails the amendment to the individual policy owner.

Executed for the Company on the date on which the annuity contract is issued.

Mary Jane Fortin

President