

SERFF Tracking Number: SALA-127027678 State: Arkansas
 Filing Company: SunAmerica Annuity and Life Assurance State Tracking Number: 48020
 Company Tracking Number: AS-992C (12/10) ET AL.
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
 Variable and Variable
 Product Name: L-Share
 Project Name/Number: /

Filing at a Glance

Company: SunAmerica Annuity and Life Assurance Company

Product Name: L-Share SERFF Tr Num: SALA-127027678 State: Arkansas
 TOI: A02.1G Group Annuities - Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 48020
 Variable and Variable Closed
 Sub-TOI: A02.1G.002 Flexible Premium Co Tr Num: AS-992C (12/10) ET State Status: Approved-Closed
 AL.

Filing Type: Form Reviewer(s): Linda Bird
 Authors: Tina Smith, Aly Lopez Disposition Date: 02/24/2011
 Date Submitted: 02/17/2011 Disposition Status: Approved-Closed
 Implementation Date Requested: 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: Domiciliary state, Arizona, exempts this filing per ARS 20-1110.F and R20-6-218.
 Explanation for Combination/Other: Market Type: Group
 Submission Type: New Submission Group Market Size: Small and Large
 Group Market Type: Discretionary Overall Rate Impact:
 Filing Status Changed: 02/24/2011
 State Status Changed: 02/24/2011 Deemer Date:
 Created By: Aly Lopez Submitted By: Aly Lopez
 Corresponding Filing Tracking Number:
 Filing Description:

We are submitting the above-mentioned out-of-state group annuity forms for your review and approval. We are respectfully requesting an expedited review. These are new forms and are not intended to replace any forms previously approved by your Department. Although, these new forms are similar to previously approved versions, the key differences are changes to the separate account charge, annual maintenance fee, and withdrawal charges. The out-of-

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state group master certificate will not be issued in our domiciliary state of Arizona; therefore, our domiciliary state's approval is not required.

The master contract for this out-of-state group product will be issued to First National Bank in North Platte, Nebraska. Certificate Form AS-992C (12/10) provides for both fixed and variable fund options. A Withdrawal Charge applies to each purchase payment and is applicable to withdrawals taken during the first four years after a purchase payment is received. The Withdrawal Charge is deducted pro-rata from fixed and variable funds in the same proportion in which the withdrawal is taken. When approved, this Certificate may also be offered in the qualified plan market with a qualified plan endorsement that has been approved by your Department.

The Certificate Data Pages referenced below differ based on the product offering and will be used according to the product purchased. The key differences between the products and the changes reflected on the different data pages are the separate account charge and withdrawal charge period as follows:

AS-992C-PPIII (12/10) – separate account 1.30%, 7 Year withdrawal charge
AS-992C-PAVG (12/10) – separate account 1.65%, 9 Year withdrawal charge
AS-992C-PPS4 (12/10) – separate account 1.55% in years 1-4 and 1.15% in years 5+, 4 Year withdrawal charge
AS-992C-PPS7 (12/10) – separate account 1.15%, 7 Year withdrawal charge
AS-992C-PPS9 (12/10) – separate account 1.55% in years 1-9 and 1.15% in years 10+, 9 Year withdrawal charge

Endorsement Forms ASE-6220 (12/10) and ASE-6229 (12/10) are Payment Enhancement Endorsements that credit additional amounts to the certificate value depending on the amount of the purchase payment made, and, for ASE-6220 (12/10), when the purchase payment is received. There is a 9 year withdrawal charge associated with these Endorsements. ASE-6220 (12/10) will be used with data page AS-993-PPS9 (12/10) and Endorsement ASE-6229 (12/10) will be used with data page AS-993-PAVG (12/10). There is an additional cost associated with the election of ASE-6220 (12/10), which applies for 9 years.

Endorsement Form ASE-6235 (12/10) is the optional maximum anniversary value death benefit endorsement that may be elected for an additional charge. This endorsement provides a death benefit payable before the Annuity Date of an amount equal to the greatest of the contract value on the date of death, purchase payments adjusted for withdrawals, or the maximum anniversary value prior to the 83rd birthday. This endorsement also provides for spousal beneficiary continuation upon the death of the owner. While this endorsement is very similar to the previously approved version of the endorsement (form ASE-6235 (6/08)), the key difference is that it has been revised to reflect new calculations for the treatment of withdrawals.

The annuity Certificate and endorsement forms attain a Flesch readability score of 51.0, 50.8, 50.4 and 50.8,

<i>SERFF Tracking Number:</i>	<i>SALA-127027678</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>SunAmerica Annuity and Life Assurance</i>	<i>State Tracking Number:</i>	<i>48020</i>
	<i>Company</i>		
<i>Company Tracking Number:</i>	<i>AS-992C (12/10) ET AL.</i>		
<i>TOI:</i>	<i>A02.1G Group Annuities - Deferred Non-</i>	<i>Sub-TOI:</i>	<i>A02.1G.002 Flexible Premium</i>
	<i>Variable and Variable</i>		
<i>Product Name:</i>	<i>L-Share</i>		
<i>Project Name/Number:</i>	<i>/</i>		

respectively.

To the best of our knowledge and belief, this submission is in compliance with the statutes and regulations of your state and contains nothing that has been previously objected to or disapproved by your Department. No part of this filing contains any unusual or possibly controversial items from normal company or industry standards.

Thank you for your attention to this filing. If you have any questions regarding this filing, please call me at the following toll free telephone number (800) 871-2000 x6195 or fax (310) 772-6569 or email alopez@sunamerica.com.

Company and Contact

Filing Contact Information

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

Filing Company Information

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

Filing Fees

Fee Required?	Yes
Fee Amount:	\$450.00
Retaliatory?	No
Fee Explanation:	9 forms at \$50.00 each
Per Company:	No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
SunAmerica Annuity and Life Assurance Company	\$450.00	02/17/2011	44808045

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 Company Company
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/24/2011	02/24/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Optional Payment Enhancement Endorsement	Aly Lopez	02/23/2011	02/23/2011
Form	Certificate Data Page	Aly Lopez	02/18/2011	02/18/2011
Form	Certificate Data Page	Aly Lopez	02/18/2011	02/18/2011
Form	Certificate Data Page	Aly Lopez	02/18/2011	02/18/2011
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Variable and Variable
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Disposition

Disposition Date: 02/24/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	Allocated Fixed and Variable Group Annuity Certificate		Yes
Form (revised)	Certificate Data Page		Yes
Form	Certificate Data Page	Replaced	Yes
Form (revised)	Certificate Data Page		Yes
Form	Certificate Data Page	Replaced	Yes
Form (revised)	Certificate Data Page		Yes
Form	Certificate Data Page	Replaced	Yes
Form (revised)	Certificate Data Page		Yes
Form	Certificate Data Page	Replaced	Yes
Form (revised)	Certificate Data Page		Yes
Form	Certificate Data Page	Replaced	Yes
Form (revised)	Optional Payment Enhancement Endorsement		Yes
Form	Optional Payment Enhancement Endorsement	Replaced	Yes
Form	Payment Enhancement Endorsement		Yes
Form	Maximum Anniversary Value Optional Death Benefit Endorsement		Yes

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 Variable and Variable
 Product Name: L-Share
 Project Name/Number: /

Amendment Letter

Submitted Date: 02/23/2011

Comments:

Please see revised ASE-6220 (12/10).

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
ASE-6220 (12/10)	Certificate Amendment, Payment Insert Page, Enhanceme	Optional	Initial				50.800	ASE-6220 (12-10) cIn 2-23-11.pdf

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 Variable and Variable
 Product Name: L-Share
 Project Name/Number: /

Amendment Letter

Submitted Date: 02/18/2011

Comments:

Please see the amended schedule items.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
AS-992C-PPIII (12/10)	Data/Declaration Pages	Certificate Data Page	Initial				0.000	AS-992C-PPIII (12-10) cln.pdf
AS-992C-PAVG (12/10)	Data/Declaration Pages	Certificate Data Page	Initial				0.000	AS-992C-PAVG (12-10) cln.pdf
AS-992C-PPS4 (12/10)	Data/Declaration Pages	Certificate Data Page	Initial				0.000	AS-992C-PPS4 (12-10) cln.pdf
AS-992C-PPS7 (12/10)	Data/Declaration Pages	Certificate Data Page	Initial				0.000	AS-992C-PPS7 (12-10) cln.pdf
AS-992C-PPS9 (12/10)	Data/Declaration Pages	Certificate Data Page	Initial				0.000	AS-992C-PPS9 (12-10) cln.pdf

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Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	AS-992C (12/10)	Certificate	Allocated Fixed and Variable Group Annuity Certificate	Initial		51.000	AS-992C (12.10) G-095.pdf
	AS-992C-PPIII (12/10)	Data/Declaration Pages	Certificate Data Page Initial	Initial		0.000	AS-992C-PPIII (12-10) cln.pdf
	AS-992C-PAVG (12/10)	Data/Declaration Pages	Certificate Data Page Initial	Initial		0.000	AS-992C-PAVG (12-10) cln.pdf
	AS-992C-PPS4 (12/10)	Data/Declaration Pages	Certificate Data Page Initial	Initial		0.000	AS-992C-PPS4 (12-10) cln.pdf
	AS-992C-PPS7 (12/10)	Data/Declaration Pages	Certificate Data Page Initial	Initial		0.000	AS-992C-PPS7 (12-10) cln.pdf
	AS-992C-PPS9 (12/10)	Data/Declaration Pages	Certificate Data Page Initial	Initial		0.000	AS-992C-PPS9 (12-10) cln.pdf
	ASE-6220 (12/10)	Certificate Amendment, Insert Page, Endorsement or Rider	Optional Payment Enhancement Endorsement	Initial		50.800	ASE-6220 (12-10) cln 2-23-11.pdf
	ASE-6229 (12/10)	Certificate Amendment, Insert Page, Endorsement	Payment Enhancement Endorsement	Initial		50.400	ASE-6229 (12-10) cln.pdf

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 Variable and Variable
 Product Name: L-Share
 Project Name/Number: /
 ASE-6235 Certificate Maximum Initial 50.800 ASE-6235
 (12/10) Amendmen Anniversary Value (12-10).pdf
 t, Insert Optional Death
 Page, Benefit Endorsement
 Endorseme
 nt or Rider

SunAmerica Annuity and Life Assurance Company
A STOCK COMPANY LOS ANGELES, CALIFORNIA

CERTIFICATE NUMBER *[P9999999999]*

PARTICIPANT *[JOHN DOE]*

STATUTORY HOME OFFICE
2999 NORTH 44TH ST., SUITE 250
PHOENIX, AZ 85018

EXECUTIVE OFFICE
1 SUNAMERICA CENTER
LOS ANGELES, CA 90067-6022

ANNUITY SERVICE CENTER
PO BOX 54299
LOS ANGELES, CA 90054-0299

SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY ("We", "Us", the "Company", or "SunAmerica Annuity") agrees to provide benefits to the Participant in accordance with the provisions set forth in this Certificate and in consideration of the Enrollment form and/or confirmation thereof and Purchase Payments We receive.

This Certificate is evidence of coverage under the Group Contract if an Enrollment Form is attached. The coverage will begin as of the Certificate Date, shown on the Certificate Data Page.

The value of amounts allocated to the Separate Account during the accumulation and annuity periods is not guaranteed, and will increase or decrease based upon the investment experience of the Variable Portfolios You choose.

The Fixed Account Options, Dollar Cost Averaging (DCA) Fixed Account Option(s) or one or more fixed account guarantee periods may not be available on the issue date. Please check with Your registered representative for availability of these options.

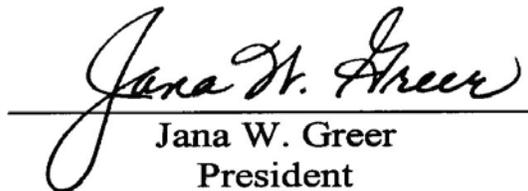
RIGHT TO EXAMINE - If You are not satisfied with this Certificate, You may return it to Our Annuity Service Center or to the agent through whom it was purchased within 10 days (30 days if the Certificate replaced any other life insurance or annuity contract(s)) after You receive it. The Company will refund the Certificate Value on the business day during which the Contract is received. Upon such refund, the Certificate shall be void.
G-095 (3/07)

For Individual Retirement Annuities, or if a refund of the Purchase Payment(s) is otherwise required, We reserve the right to allocate Your Purchase Payment(s) to the Cash Management Portfolio until the end of the Right To Examine period.

THIS IS A LEGAL DOCUMENT. READ IT CAREFULLY.



Mallery L. Reznik
Senior Vice President



Jana W. Greer
President

For Inquiries Call:
[1-800-445-7862]

ALLOCATED FIXED AND
VARIABLE GROUP ANNUITY CERTIFICATE
Nonparticipating

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CERTIFICATE DATA PAGE

Certificate Number: [P9999999999]

Certificate Date: [May 2, 2011]

Participant: [JOHN DOE] **Date of Birth:** [March 1, 1976] **Age at Issue:** [35]

[Participant: [JANE DOE] **Date of Birth:** [June 10, 1976] **Age at Issue:** [34]

Annuitant: [JOHN DOE] **Date of Birth:** [March 1, 1976] **Age at Issue:** [35]

[Annuitant: [JANE DOE] **Date of Birth:** [June 10, 1976] **Age at Issue:** [34]

Beneficiary: As named by You

Initial Purchase Payment: [\$25,000.00]

Purchase Payment Age Limit: [Prior to the 86th birthday]

Minimum Subsequent Purchase Payment: [\$500]

Fixed Account Options – Minimum Guarantee Rate: [1.0% - 3.0%]

Minimum Partial Withdrawal Amount: [\$1,000]

Maximum Penalty-Free Withdrawal Percentage: [10%]

Minimum Systematic Withdrawal Amount: [\$100]

Minimum Amount Remaining After a Partial Withdrawal: [\$2,500]

Withdrawal Charge Schedule:

Number of Full Years Elapsed Between Purchase Payment Contribution And Date of Withdrawal	Withdrawal Charge as a Percentage of Withdrawn Purchase Payment
0	8%
1	7%
2	6%
3	5%
4+	0%

See Page [11] for Withdrawal Provisions.

CERTIFICATE DATA PAGE (Cont'd.)

Minimum Transfer Amount: [\$100]

Separate Account Charge (including guaranteed death benefit risk charge of [0.10%]): [1.65%]

Annual Certificate Maintenance Fee: [\$50]

Transfer Fee: [\$25]

Earliest Annuity Date After the Certificate Date: [Two years]

Latest Annuity Date: [1st day of the month following Age 95]

Separate Account: [Variable Separate Account]

Optional Elections:

SunAmerica Income Plus

Maximum Anniversary Value

Optional Election Details:

See Attached Endorsement ASE-6248

See Attached Endorsement ASE-6255

DEFINITIONS

Defined in this section are some of the words and phrases used in this Certificate. These terms are capitalized when used in the Certificate with the meaning set forth below.

ACCUMULATION UNIT

A unit of measure used to compute the Certificate Value in a Variable Portfolio before the Annuity Date.

AGE

Age as of last birthday. In the case of Joint Participants/Annuitants, the age of the [older] person will be used to determine any age-driven benefit.

ANNUITANT

The natural person or persons (collectively, Joint Annuitants) whose life or lives is/are used to determine the benefits under the Certificate. If the Certificate is in force and the Annuitant(s) is/are alive on the Annuity Date, We will begin annuity income payments to the Payee. This Certificate cannot have Joint Annuitants if it is issued in connection with a tax-qualified retirement plan.

ANNUITY DATE

The date on which annuity income payments to the Payee begin. This date cannot be later than the Latest Annuity Date.

ANNUITY SERVICE CENTER

The location shown on Page 1 of this Certificate where all requests and Purchase Payments regarding this Certificate are to be sent.

ANNUITY UNIT

A unit of measure determined on or after the Annuity Date used to compute annuity income payments from the Variable Portfolio(s).

BENEFICIARY

The Beneficiary You name at issue to receive the death benefit under this Certificate upon Your death. You may later change Your Beneficiary in a written request to Us at Our Annuity Service Center.

CONTINUATION DATE

The date on which We receive, at Our Annuity Service Center: (a) the Spousal Beneficiary's written request to continue the Certificate in a form satisfactory to Us; and (b) Due Proof of Death of the Participant. If We receive (a) and (b) on different dates, the Continuation Date will be the later date.

CERTIFICATE

This Certificate describes Your interest as a Participant under the group annuity contract.

CERTIFICATE DATE

The date Your Certificate is issued, as shown on the Certificate Data Page. It is the date from which Certificate Years and Certificate anniversaries are measured.

CERTIFICATE VALUE

The sum of: (1) Your share of the Variable Portfolios' Accumulation Unit Values; and (2) the value of amounts if any, allocated to any available Fixed Account Option(s).

CERTIFICATE YEAR

The one year period starting from the Certificate Date in one calendar year and ending on the day preceding the anniversary in the following calendar year, and every year thereafter.

DOLLAR COST AVERAGING (DCA)

An optional program under which You authorize the systematic transfer of specified amounts or percentages from any Variable Portfolio(s) [or any available Fixed Account Option] into any Variable Portfolio(s) other than the source account.

FIXED ACCOUNT OPTION(S)

The investment options, if available under this Certificate, that become part of the Company's general asset account and are credited with a fixed rate of interest declared by the Company. The general asset account contains all the assets of the Company except for the Separate Account and other segregated asset accounts. The amount You have in any Fixed Account Option at a given time is a result of Purchase Payment(s) You have allocated to it or any part of Your Certificate Value You have transferred to it.

FIXED ANNUITIZATION

A series of periodic annuity income payments of predetermined amounts that do not vary with investment experience. Such payments are made from the Company's general asset account. This Certificate provides several fixed annuity income payment options.

GUARANTEE PERIOD

The period for which interest is credited to amounts allocated to any available Fixed Account Option(s). We determine in Our sole discretion the periods, if any, that will be offered.

IRC

The Internal Revenue Code of 1986, as amended, or as it may be amended or superseded.

JOINT PARTICIPANT

Any person named as Joint Participant on the Enrollment form and/or confirmation thereof and listed on the Certificate Data Page, unless subsequently changed. The Joint Participant, if any, possesses an undivided interest in this Certificate in conjunction with the Participant. All references within this Certificate to Participant will also apply to the Joint Participant.

LATEST ANNUITY DATE

The first day of the month following [Age 95] of the Participant. If the Participant is a non-natural person, the Latest Annuity Date is the first day of the month following [Age 95] of the Annuitant.

MAXIMUM ANNUAL WITHDRAWAL AMOUNT

Guaranteed withdrawals applicable only if You have elected an optional living benefit or guaranteed minimum withdrawal benefit and have not terminated the benefit under this Certificate.

NET PURCHASE PAYMENT

The sum of all Purchase Payment(s), reduced for each Withdrawal in the same proportion that the Certificate Value is reduced by each such Withdrawal.

NYSE

New York Stock Exchange.

PARTICIPANT

The person or entity named in the Certificate who is entitled to exercise all rights and privileges of participants under the Certificate. Participant means both Joint Participants, if applicable.

PAYEE

The person receiving annuity income payments under this Certificate.

PURCHASE PAYMENTS

Payments in U.S. currency made by or on behalf of the Participant to the Company to fund the Certificate.

REQUIRED DOCUMENTATION

Is: (a) Due Proof of Death that the Participant or the Spousal Beneficiary died before the Annuity Date; (b) an election form specifying the annuity income payment options; and (c) any other documentation We may require.

SEPARATE ACCOUNT

A segregated asset account named on the Certificate Data Page. The Separate Account consists of several Variable Portfolios, each investing in shares of the Underlying Fund(s). The assets of the Separate Account are not commingled with the general assets and liabilities of the Company. The value of amounts allocated to the Variable Portfolios of the Separate Account is not guaranteed.

SPOUSAL BENEFICIARY

The original deceased Participant's surviving spouse who is designated as the primary Beneficiary at the time of the Participant's death and may continue the Certificate as the Participant on the Continuation Date.

SUBSEQUENT PURCHASE PAYMENTS

Purchase Payments made after the initial Purchase Payment.

UNDERLYING FUND

The underlying investment portfolios in which the Variable Portfolio(s) invest.

VARIABLE ANNUITIZATION

A series of periodic annuity income payments which vary in amount according to the investment experience of one or more Variable Portfolios, as selected by You. Such payments are made from the Company's Separate Account. This Certificate provides several variable annuity income payment options.

VARIABLE PORTFOLIO

One or more divisions of the Separate Account which provides for the variable investment options available under this Certificate. Each Variable Portfolio has its own investment objective and is invested in the Underlying Fund(s). A Variable Portfolio is not chargeable with liabilities arising out of any other Variable Portfolio.

WE, OUR, US, THE COMPANY

SunAmerica Annuity and Life Assurance Company.

WITHDRAWAL(S)

Amount(s) withdrawn from the Certificate Value including any charges and fees applicable to each such Withdrawal.

WITHDRAWAL ADJUSTMENTS

The term used to calculate how the amount of the death benefit will be adjusted for Withdrawals depending on the amount of the Withdrawal and whether a living benefit or guaranteed minimum withdrawal benefit is elected and has not been terminated.

YOU, YOUR

The Participant.

PURCHASE PAYMENT PROVISIONS

PURCHASE PAYMENTS

Purchase Payments are flexible. This means that, subject to Company disclosed restrictions, You may change the amounts, frequency and/or timing of Purchase Payments. Purchase Payments can be made at any time after the Certificate Date, but must be received before the Purchase Payment Age Limit as shown on the Certificate Data Page. With instructions from You, Purchase Payments will be allocated to the Variable Portfolio(s) and/or Fixed Account Option(s), if available. We reserve the right to limit the maximum amount of Purchase Payments.

DOLLAR COST AVERAGING (DCA) FIXED ACCOUNT OPTION(S)

Any portion of a Purchase Payment allocated to the DCA Fixed Account Option(s) must be transferred out to the Variable Portfolio(s) within the specified DCA Fixed Account Option period. Upon termination of the DCA program, any amounts remaining in the DCA Fixed Account Option(s) will be transferred to the DCA target allocation(s) for the program being terminated. Upon annuitization, any amounts remaining in the DCA Fixed Account Option(s) will be applied to a Fixed Annuitization. The unit values credited and applied to Your Certificate are determined on each date of transfer. We reserve the right to impose a minimum or maximum contribution level on Purchase Payments allocated to a DCA Fixed Account Option(s) and/or change the terms and conditions of the DCA program at any time. We reserve the right to cease offering DCA Fixed Account Option(s).

CHANGES TO VARIABLE PORTFOLIO OFFERINGS

If the shares of an Underlying Fund should no longer be available for investment by the Separate Account, then We may substitute shares of another Underlying Fund, for shares already purchased, or to be purchased in the future. At any given time, some Variable Portfolios may not be available for receipt of Purchase Payment(s) or transfer(s). Substitutions may be necessary and will be carried out in accordance with any applicable state and/or federal laws or regulations.

ACCUMULATION PROVISIONS

Before the Annuity Date, the Certificate Value is the sum of the Separate Account Accumulation Value and the Fixed Account Accumulation Value. If Your Certificate Value falls below [\$2,500] as a result of taking partial Withdrawals, subject to applicable state and federal laws, rules and regulations, We may terminate Your Certificate and send You the remaining dollar amount.

SEPARATE ACCOUNT ACCUMULATION VALUE

The Separate Account Accumulation Value under the Certificate is the sum of the Accumulation Unit Values held in the Variable Portfolios for You.

NUMBER OF ACCUMULATION UNITS

Your Certificate is credited with Accumulation Units of the Separate Account when amounts are allocated to the Variable Portfolio(s). For that portion of each Purchase Payment and/or transfer amount allocated to a Variable Portfolio, the number of Accumulation Units credited is equal to:

The sum of each Purchase Payment and/or transfer amount allocated to the Variable Portfolio reduced by premium taxes, if any:

Divided by

The Accumulation Unit Value for that Variable Portfolio for the NYSE business day in which the Purchase Payment or transfer amount is received.

The number of Accumulation Units will be reduced for Withdrawals of Certificate Value, annuitizations, amounts transferred out of a Variable Portfolio, the Certificate Maintenance Fee, if applicable, and applicable charges for any elected features as set forth in Endorsements to this Certificate. Any reduction to the Certificate Value will be made as of the NYSE business day in which We receive all requirements for the transaction, as appropriate.

ACCUMULATION UNIT VALUE (AUV)

The AUV of a Variable Portfolio for any NYSE business day is calculated by subtracting (2) from (1) and dividing the result by (3) where:

- (1) is the total value at the end of the given NYSE business day of the assets attributable to the Variable Portfolio minus any applicable liabilities other than those owed to You;
- (2) is the amount equal to the daily Separate Account Charge plus the daily charge for any optional features that impose a daily charge;
- (3) is the number of Accumulation Units outstanding at the end of the given NYSE business day.

FIXED ACCOUNT ACCUMULATION VALUE

The Fixed Account Accumulation Value, if any, is the sum of all amounts allocated or transferred to the Fixed Account Option(s), if available, reduced by any applicable premium taxes, plus all interest credited on the Fixed Account Option(s) during the period that You have Certificate Value allocated to the Fixed Account Option(s). This amount will be adjusted for Withdrawals, annuitizations, transfers, the deduction of the Certificate Maintenance Fee and applicable charges for any elected features as set forth in Endorsements to this Certificate. The Fixed Account Accumulation Value will not be less than the minimum values required by law in the state where this Certificate is issued.

FIXED ACCOUNT GUARANTEE PERIOD OPTIONS AND INTEREST CREDITING

The portion of Your Certificate Value within the Fixed Account Option(s), if any, is credited with interest at rates guaranteed by Us for the Guarantee Period(s) selected. Interest is credited on a daily basis at the then applicable effective interest rate for the applicable Guarantee Period. You may select from one or more Guarantee Periods which We may offer at any particular time. We reserve the right at any time to add or delete Guarantee Periods. A written notification will be provided to the Participant [at least 30] days prior to the discontinuation of a Guarantee Period. If You have allocated any part of Your initial Purchase Payment to a Guarantee Period, the percentage allocated, as well as the duration of the Guarantee Period, is shown on the election form and/or confirmation thereof as completed by You.

The interest rate applicable to the allocation of a Purchase Payment or transfer of Certificate Value to a Guarantee Period is the rate in effect for that Guarantee Period at the time of the allocation or transfer. If

You have allocated or transferred amounts at different times to the Fixed Account Option(s), each allocation or transfer may have a unique effective interest rate associated with that amount. We guarantee that the effective annual rate of interest for the Fixed Account Option(s), including any of the available Guaranteed Periods, will not be less than the Minimum Guarantee Rate as mandated by Your state, and shown on the Certificate Data Page. The minimum guarantee rate under Your Certificate as referenced on the Certificate Data Page is at least equal to the lesser of: (a) 3% per annum; or (b) the three-month average value of the five-year Constant Maturity Treasury Rate reported by the Federal Reserve, rounded up to the nearest 1/4th of 1%, for the second, third and fourth month preceding the first day of the calendar quarter during which the Certificate is issued, reduced by 1.25% and where the resulting interest rate is not less than 1%.

CHARGES AND DEDUCTIONS

We will deduct the following charges from the Certificate:

CERTIFICATE MAINTENANCE FEE

The charge as shown on the Certificate Data Page, if applicable, will be deducted on each Certificate anniversary on or prior to the Annuity Date. It will also be deducted when the Certificate Value is withdrawn in full if the Withdrawal is not on the Certificate anniversary. We reserve the right to waive the fee for Certificate Values [of \$75,000.00 and up].

WITHDRAWAL CHARGE

The charge, as shown on the Certificate Data Page, if any, may be deducted upon Withdrawal of any portion of the Certificate Value that is not considered a Penalty-Free Withdrawal. See WITHDRAWAL PROVISIONS.

SEPARATE ACCOUNT CHARGE

This charge, as shown on the Certificate Data Page, on an annualized basis equals a percentage of the average daily ending value of the assets attributable to the Accumulation Units of the Variable Portfolio(s) to which the Certificate Value is allocated. This charge compensates Us for the mortality and expense risk and the costs of Certificate distribution assumed by Us. We subtract this charge daily.

TRANSFER FEE

We permit [15] free transfers between Variable Portfolios and/or available Fixed Account Option(s) each Certificate Year. We may charge You a fee, as shown on the Certificate Data Page, for each additional transfer that Certificate Year, except for transfers made as part of an automated transfer program.

TRANSFER PROVISIONS

Subject to applicable restrictions, You may transfer all or part of Your Certificate Value amongst the Variable Portfolios and/or available Fixed Account Option(s) (unless otherwise noted). The minimum amount that can be transferred and the amount that can remain in a Variable Portfolio and/or available Fixed Account Option are subject to Company limits. We reserve the right to restrict Your transfer privileges, including but not limited to possible termination of those privileges.

Furthermore, the Underlying Funds, may have their own transfer policies that are applicable to this Certificate as a result of investment in the Variable Portfolios. These policies, likewise, may include

termination of Your transfer privileges and/or penalty fees resulting from transfer activity that is defined as excessive according to the Underlying Funds' policies.

TRANSFERS BEFORE THE ANNUITY DATE

Before the Annuity Date, transfers are subject to certain restrictions. You may transfer all or a portion of Your Certificate Value from one Variable Portfolio to another Variable Portfolio(s) or any available Fixed Account Option(s) other than the DCA Fixed Account Options. You may also transfer from any available Fixed Account Option(s) to the Variable Portfolio(s) and/or any available Fixed Account Option(s) of the Certificate. A transfer will result in the redemption of Accumulation Units in a Variable Portfolio and the purchase of Accumulation Units in the other Variable Portfolio. Transfers will be effected at the end of the NYSE business day in which We receive Your completed request for the transfer.

TRANSFERS AFTER THE ANNUITY DATE

On and after the Annuity Date, transfers into and out of any available Fixed Account Option(s) are not allowed. You may transfer all or a portion of Your Annuity Units from one Variable Portfolio to another Variable Portfolio(s). A transfer will result in the redemption of Annuity Units in a Variable Portfolio and the purchase of Annuity Units in the other Variable Portfolio. Transfers will be effected for the last NYSE business day of the month in which We receive Your request for the transfer.

WITHDRAWAL PROVISIONS

On or before the Annuity Date and while You are living, You may withdraw all or part of Your Certificate Value under this Certificate by informing Us in writing in a form satisfactory to Us at Our Annuity Service Center. For a full Withdrawal, this Certificate must be returned to Our Annuity Service Center. The minimum amount that can be withdrawn and the amount remaining after Withdrawal are subject to Company limits. If the amount of a partial Withdrawal request reduces Your Certificate Value below the Minimum Amount Remaining After a Partial Withdrawal, as shown on the Certificate Data Page, We may treat Your request as a request for a full Withdrawal.

Unless You tell Us otherwise in writing, Withdrawals will be deducted from the Certificate Value in proportion to their allocation among any available Fixed Account Option(s) and the Variable Portfolios. Withdrawals will be based on values for the NYSE business day in which the request for Withdrawal is received at Our Annuity Service Center. In the case of a full Withdrawal, the Withdrawal will be based on values for the NYSE business day in which the request for Withdrawal and the Certificate are received at Our Annuity Service Center. Unless the **SUSPENSION OF PAYMENTS** or **DEFERMENT OF PAYMENTS** sections are in effect, payment of Withdrawals will be made within seven calendar days.

WITHDRAWAL CHARGE

Withdrawals of all or a portion of the Certificate Value may be subject to a Withdrawal Charge as shown on the Certificate Data Page. The Withdrawal Charge percentage applied to any withdrawal will depend on how long the Purchase Payment to which the Withdrawal is attributed has been in the Certificate. No Withdrawal Charge is deducted on an amount which is considered a Penalty-Free Withdrawal or a Purchase Payment no longer subject to a Withdrawal Charge.

For the purpose of determining the Withdrawal Charge applicable to a partial Withdrawal, the Withdrawal will be attributed to amounts in the following order: (1) any remaining Penalty-Free Withdrawal amount (except in the case of a full Withdrawal); (2) Purchase Payments not yet withdrawn and no longer subject to

Withdrawal Charges; (3) Purchase Payments not yet withdrawn and still subject to Withdrawal Charges; and (4) any remaining Certificate Value. A Purchase Payment, or portion thereof, is considered withdrawn when the Withdrawal incurs a Withdrawal Charge, and are assumed to be withdrawn on a first-in-first-out (FIFO) basis. You will not receive the benefit of a Penalty-Free Withdrawal if You take a full Withdrawal.

The Withdrawal Charge will be assessed against the Variable Portfolio(s) and the available Fixed Account Option(s) in the same proportion as the remaining Certificate Value is allocated unless You request that the Withdrawal come from a particular Variable Portfolio or available Fixed Account Option. If the amount of a partial Withdrawal request causes the Certificate Value to be less than the Minimum Amount Remaining After a Partial Withdrawal, as shown on the Certificate Data Page, We may treat Your partial Withdrawal request as a request for a full Withdrawal.

PENALTY-FREE WITHDRAWALS

On any day in a Certificate Year before the Annuity Date, You may make a partial Withdrawal of up to the Penalty-Free Withdrawal amount as of that day without incurring a Withdrawal Charge. The Maximum Penalty-Free Withdrawal Percentage, the Minimum Partial Withdrawal Amount and the Minimum Amount Remaining After a Partial Withdrawal are shown on the Certificate Data Page.

Each Certificate Year, the Penalty-Free Withdrawal amount is calculated as the Maximum Penalty-Free Withdrawal Percentage multiplied by the remaining Purchase Payments not yet withdrawn and still subject to Withdrawal Charges.

Although amounts withdrawn as Penalty-Free Withdrawals reduce the Certificate Value, they do not reduce the remaining Purchase Payments for purposes of calculating future Penalty-Free Withdrawal amounts and Withdrawal Charges. Partial Withdrawals in a Certificate Year that are in excess of the Penalty-Free Withdrawal amount incur a Withdrawal Charge applicable to the remaining Purchase Payments and reduce those Purchase Payments on a first-in-first-out (FIFO) basis. If You choose to take less than the Penalty-Free Withdrawal amount during a Certificate Year, You may not carry over the unused Penalty-Free Withdrawal amount in any subsequent Certificate Years. A Penalty-Free Withdrawal is not available to You if You take a full Withdrawal.

SYSTEMATIC WITHDRAWAL PROGRAM

Prior to the Annuity Date, You may elect to participate in a Systematic Withdrawal Program by informing Us at Our Annuity Service Center. The Systematic Withdrawal Program allows You to make automatic Withdrawals from Your Certificate monthly, quarterly, semiannually or annually. The minimum systematic withdrawal amount is shown on the Certificate Data Page. Any amount withdrawn through the Systematic Withdrawal Program may be subject to a Withdrawal Charge as discussed in the WITHDRAWAL CHARGE and PENALTY-FREE WITHDRAWALS provisions. You may terminate Your participation in the Systematic Withdrawal Program at any time by sending Us a written request.

DEATH PROVISIONS

Notwithstanding any provision of this Certificate to the contrary, all payments of benefits under this Certificate will be made in a manner that satisfies the requirements of IRC Section 72(s), as amended from time to time. If the Certificate is owned by a trust or other non-natural person, We will treat the death of any Annuitant as the death of the "Primary Annuitant" and as the death of any Participant.

DUE PROOF OF DEATH

Due Proof of Death means:

1. a certified copy of a death certificate; or
2. a certified copy of a decree of a court of competent jurisdiction as to the finding of death; or
3. a written statement by a medical doctor who attended the deceased Participant at the time of death; or
4. any other proof satisfactory to Us.

DEATH OF PARTICIPANT BEFORE THE ANNUITY DATE

We will pay a death benefit to the Beneficiary upon Our receiving all Required Documentation at Our Annuity Service Center. Unless You have previously designated a payment option on behalf of the Beneficiary, the Beneficiary must select one of the following options:

1. Immediately collect the death benefit in a lump sum payment. If a lump sum payment is elected, payment will be in accordance with any applicable laws and regulations governing payments on death; or
2. Collect the death benefit in the form of one of the Annuity Income Payment Options. If an Annuity Income Payment Option is desired, an option must be elected within 60 days of Our receipt of all Required Documentation. The annuity income payments must be over the life of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary. Consistent with applicable tax rules, payments under this option generally must begin within one year after the Participant's death, otherwise, the death benefit will be paid in accordance with option 1 above; or
3. If eligible, continue the Certificate as the Spousal Beneficiary. On the Continuation Date, We will contribute to the Certificate any amount by which the Death Benefit exceeds the Certificate Value, calculated based on the Participant's date of death. This amount is not considered a Purchase Payment except in the calculation of certain death benefits upon the death of the Spousal Beneficiary. If this option is elected, no death benefit is paid out to the Spousal Beneficiary on the Continuation Date; or
4. A payment option that is mutually agreeable between You and Us.

The entire interest in the Certificate will be distributed within the five year period specified under applicable laws and regulations, commencing with the date of death of the Participant unless option 2 or 3 was selected under DEATH OF PARTICIPANT BEFORE THE ANNUITY DATE.

You cannot change any elected death benefit option specified on the Certificate Data Page. Upon Spousal Continuation, Your Spousal Beneficiary cannot change any death benefit elected by You. Upon the Spousal Beneficiary's death, the entire interest of the Certificate must be distributed immediately under option 1 or 2 as provided under DEATH OF PARTICIPANT BEFORE THE ANNUITY DATE.

AMOUNT OF DEATH BENEFIT

Upon Our receipt of all Required Documentation at Our Annuity Service Center, the Death Benefit payable upon the death of the Participant will be calculated. The death benefit calculation is different depending on whether a living benefit or guaranteed minimum withdrawal benefit has been elected and if the benefit has been terminated.

If You did not elect a living benefit or guaranteed minimum withdrawal benefit, We will calculate the Death Benefit as the greater of:

1. The Certificate Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center; or
2. Net Purchase Payment(s) received prior to the Participant's [86th] birthday.

If You elected a living benefit or guaranteed minimum withdrawal benefit, We will calculate the Death Benefit as the greater of:

1. The Certificate Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center; or
2. Purchase Payment(s) received prior to the Participant's [86th] birthday reduced by:
 - (a) any Withdrawal Adjustments if the benefit has not been terminated; or
 - (b) any Withdrawal Adjustments prior to the date the benefit is terminated, and reduced proportionately by any Withdrawals on and after the date the benefit is terminated.

Spousal Beneficiary Continuation

If the Spousal Beneficiary continues the Certificate on the Continuation Date and upon Our receipt of all Required Documentation at Our Annuity Service Center, the Death Benefit payable upon the death of the Spousal Beneficiary will be calculated. The death benefit calculation is different depending on whether a living benefit or a guaranteed minimum withdrawal benefit has been elected and if the benefit has been terminated.

If the Spousal Beneficiary was Age [85 or younger] on the Continuation Date, and if the Participant did not elect a living benefit or a guaranteed minimum withdrawal benefit, We will calculate the Death Benefit as the greater of:

1. The Certificate Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center; or
2. The Certificate Value on the Continuation Date, plus Purchase Payment(s) received since the Continuation Date and prior to the Spousal Beneficiary's [86th] birthday, and reduced proportionately by any Withdrawals after the Continuation Date.

If the Spousal Beneficiary was Age [85 or younger] on the Continuation Date, and if the Participant elected a living benefit or guaranteed minimum withdrawal benefit, We will calculate the Death Benefit as the greater of:

1. The Certificate Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center; or
2. The Certificate Value on the Continuation Date, plus Purchase Payment(s) received since the Continuation Date and prior to the Spousal Beneficiary's [86th] birthday, and reduced by:
 - (a) any Withdrawal Adjustments after the Continuation Date if the benefit has not been terminated; or

- (b) any Withdrawal Adjustments after the Continuation Date and prior to the date the benefit is terminated, and reduced proportionately by any Withdrawals after the Continuation Date and on and after the date the benefit is terminated.

Withdrawal Adjustments

If a living benefit or guaranteed minimum withdrawal benefit is elected and the benefit has not been terminated, the amount of the Death Benefit will be adjusted for Withdrawals as follows:

1. If the current Certificate Year's cumulative Withdrawals, including the current Withdrawal, are taken prior to your [81st] birthday and are less than or equal to the Maximum Annual Withdrawal Amount, the amount of adjustment will be the amount of each Withdrawal; or
2. If the current Certificate Year's cumulative Withdrawals, including the current Withdrawal, are taken on and/or after your [81st] birthday and/or are in excess of the Maximum Annual Withdrawal Amount, the amount of adjustment is equal to the proportion that the amount of each Withdrawal in excess of the Maximum Annual Withdrawal Amount reduces the Certificate Value.

If the Spousal Beneficiary was age [86 or older] on the Continuation Date, the Death Benefit will be the Certificate Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center.

DEATH OF PARTICIPANT OR ANNUITANT ON OR AFTER THE ANNUITY DATE

If any Participant or Annuitant dies on or after the Annuity Date and before the entire interest in the Certificate has been distributed, We will pay any remaining portion of the annuity income payment(s) to the Beneficiary upon Our receipt of all Required Documentation. For further information pertaining to death of the Annuitant, see ANNUITY INCOME PAYMENT OPTIONS.

BENEFICIARY

The Beneficiary is selected by the Participant. While the Participant is living and before the Annuity Date, the Participant may change the Beneficiary by written notice. A change in Beneficiary will take effect on the date We receive the written notice in a form satisfactory to Us at Our Annuity Service Center. If two or more persons are named as Beneficiaries under the Certificate, those surviving the Participant will share equally unless otherwise specified by the Participant and each must elect to receive their respective portions of the death benefit according to the options listed under DEATH OF PARTICIPANT BEFORE THE ANNUITY DATE. If the Annuitant survives the Participant, and there are no surviving Beneficiaries, the Annuitant will be deemed the Beneficiary.

Joint Participants, if applicable, shall be each other's primary Beneficiary. Joint Annuitants, if any, when the Participant is a non-natural person, shall be each other's primary Beneficiary. Any other Beneficiary designation will be treated as a contingent Beneficiary.

If the Participant is also the Annuitant and there are no surviving Beneficiaries, upon Our receipt of all Required Documentation, We will pay the Death Benefit to the estate of the Participant in accordance with option 1, under DEATH OF PARTICIPANT BEFORE THE ANNUITY DATE.

ANNUITY PROVISIONS

ANNUITY DATE

You may specify an anticipated Annuity Date. You may change the Annuity Date at any time, at least [thirty (30)] days prior to the Annuity Date, by written notice to Us at Our Annuity Service Center. The Annuity Date must always be the first day of the calendar month. The Earliest Annuity Date After the Certificate Date is shown on the Certificate Date Page. The Annuity Date must not be beyond the Latest Annuity Date shown on the Certificate Data Page. If no Annuity Date is specified by You, the Annuity Date will be the Latest Annuity Date.

PAYMENTS TO PARTICIPANT

Unless You request otherwise, We will make annuity income payments to You. If You want the annuity income payments to be made to some other Payee, We will make such annuity income payments subject to receipt of a written request signed by You and filed at the Annuity Service Center no later than [thirty (30)] days before the due date of the first annuity income payment or subsequent annuity income payment.

Any such request is subject to the rights of any assignee. No annuity income payments available to or being paid to the Payee while the Annuitant is alive can be transferred, commuted, anticipated or encumbered.

FIXED ANNUITIZATION

If a Fixed Annuitization has been elected, the proceeds payable under this Certificate less any applicable premium taxes, shall be applied to the payment of the fixed annuity income payment option elected at rates which are at least equal to the annuity rates based upon the applicable tables in the Certificate. In no event will the Fixed Annuitization be changed once it begins.

AMOUNT OF FIXED ANNUITY INCOME PAYMENTS

The amount of each fixed annuity income payment will be determined by applying the portion of the Certificate Value allocated by You for Fixed Annuitization on the Annuity Date, less any applicable premium taxes, to the annuity factor applicable to the fixed annuity income payment option chosen. In no event will the Fixed Annuitization be changed once it begins.

AMOUNT OF VARIABLE ANNUITY INCOME PAYMENTS

- (a) **FIRST VARIABLE ANNUITY INCOME PAYMENT:** The dollar amount of the first Variable Annuitization payment will be determined by applying the portion of the Certificate Value allocated to the Variable Portfolio(s) on the Annuity Date, less any applicable premium taxes, to rates which are at least equal to the annuity rates based upon the annuity factor applicable to the variable annuity income payment option chosen. If the Certificate Value is allocated to more than one Variable Portfolio, the value of Your interest in each Variable Portfolio is applied separately to the variable annuity income payment option table to determine the amount of the first annuity income payment attributable to each Variable Portfolio.
- (b) **NUMBER OF VARIABLE ANNUITY UNITS:** The number of Annuity Units for each applicable Variable Portfolio is the amount of the first annuity income payment attributable to that Variable Portfolio divided by the value of the applicable Annuity Unit for that Variable Portfolio as of the Annuity Date. The number of Annuity Units will not change as a result of investment experience.
- (c) **VALUE OF EACH VARIABLE ANNUITY UNIT:** The value of an Annuity Unit may increase or decrease from one month to the next. For any month, the value of an Annuity Unit of a particular Variable Portfolio is the value of that Annuity Unit as of the last NYSE business day of the preceding

month, multiplied by the Net Investment Factor for that Variable Portfolio for the last NYSE business day of the current month.

The Net Investment Factor for any Variable Portfolio for a certain month is determined by dividing (1) by (2) and multiplying by (3) where:

- (1) is the Accumulation Unit Value of the Variable Portfolio determined as of the last business day at the end of that month, and
- (2) is the Accumulation Unit Value of the Variable Portfolio determined as of the last business day at the end of the preceding month, and
- (3) is a factor that neutralizes the assumed investment rate of 3.5%.

(d) **SUBSEQUENT VARIABLE ANNUITY INCOME PAYMENTS:** After the first Variable Annuitization payment, subsequent Variable Annuitization payments will vary in amount according to the investment performance of the applicable Variable Portfolio(s) in which You are invested. The amount may change from month to month. The amount of each subsequent payment for each Variable Portfolio is (1) multiplied by (2) where:

- (1) Is the number of Annuity Units for each Variable Portfolio as determined for the first annuity income payment
- (2) Is the value of an Annuity Unit for that Variable Portfolio at the end of the month immediately preceding the month in which payment is due.

We guarantee that the amount of each Variable Annuitization payments will not be affected by variations in expenses or mortality experience.

GENERAL PROVISIONS

ENTIRE CERTIFICATE

The Entire Certificate between You and Us consists of the group annuity contract, this Certificate, this Enrollment Form and/or confirmation thereof, and any attached endorsement(s) or rider(s). An agent cannot change the terms or conditions of this Certificate. Any change must be in writing and approved by Us. Only Our President, Secretary, or one of Our Vice-Presidents can give Our approval.

CHANGE OF ANNUITANT

If the Participant is an individual, the Participant may change the Annuitant(s) at any time prior to the Annuity Date. To make a change, the Participant must send a written notice to Us at least 30 days before the Annuity Date. If the Participant is a non-natural person, the Participant may not change the Annuitant.

DEATH OF ANNUITANT

If the Participant is a natural person, the Participant and Annuitant are different, and the Annuitant dies before the Annuity Date, the Participant becomes the Annuitant until the Participant elects a new Annuitant. If there are Joint Annuitants, upon the death of any Annuitant prior to the Annuity Date, the Participant may elect a new Joint Annuitant. However, if the Participant is a non-natural person, We will treat the death of

any Annuitant as the death of the “Primary Annuitant” as defined in the IRC, and as the death of the Participant, as explained in the DEATH PROVISIONS.

MISSTATEMENT OF AGE OR SEX

If the Age or sex of any Annuitant has been misstated, future annuity income payments will be adjusted using the correct Age and sex, according to Our rates in effect on the date that annuity income payments were determined. Any overpayment from the fixed annuity income payment(s), plus interest at the rate of [4%] per year, will be deducted from the next payment(s) due. Any underpayment from the fixed annuity income payment(s), plus interest at the rate of [4%] per year, will be paid in full with the next annuity income payment due. Any overpayment from the Variable Portfolios will be deducted from the next annuity income payment(s) due. Any underpayment from the Variable Portfolios will be paid in full with the next annuity income payment due.

With respect to Certificate issue Age and other age driven features in the Certificate, should We discover a misstatement of Age, We reserve the right to fully pursue Our remedies including possible termination of the Certificate and/or revocation of any Age driven benefits.

PROOF OF AGE, SEX, OR SURVIVAL

We may require satisfactory proof of correct Age or sex at any time. If any payment under this Certificate depends on the Annuitant being alive, We may require satisfactory proof of survival.

DEFERMENT OF PAYMENTS

We may defer making payments, subject to state requirements, from the available Fixed Account Option(s) for up to six (6) months. Interest, subject to state requirements, will be credited during the deferral period.

SUSPENSION OF PAYMENTS

We may suspend or postpone any payments from the Variable Portfolios if any of the following occur:

- (a) the NYSE is closed;
- (b) trading on the NYSE is restricted;
- (c) an emergency exists such that it is not reasonably practical to dispose of securities in the Variable Portfolios or to determine the value of its assets;
- (d) the United States Securities and Exchange Commission, by order, so permits for the protection of Participants; or
- (e) We are on notice that this Certificate is the subject of a court proceeding, an arbitration, a regulatory matter or other legal action.

Conditions in (b) and (c) will be decided by or in accordance with rules of the United States Securities and Exchange Commission.

CONFORMITY WITH STATE LAWS

The provisions of this Certificate will be interpreted by the laws of the state in which the Application and/or confirmation thereof was signed or such other state as is required by law. Any provision which, on the Certificate Date, is in conflict with the law of such state is amended to conform to the minimum requirements of such law.

CHANGES IN LAW

If the laws governing this Certificate or the taxation of benefits under the Certificate change, We reserve the right to amend this Certificate to comply with these changes.

ASSIGNMENT / CHANGE OF PARTICIPANT

Unless restricted by federal tax law, You may assign this Certificate before the Annuity Date, but We will not be bound by an assignment unless the request for assignment is signed by You and received by Us. Your rights and those of any other person referred to in this Certificate will be subject to the assignment. Certain assignments may be taxable. We do not assume any responsibility for the validity or tax consequences of any assignment. We reserve the right to not recognize assignments if it changes the risk profile of the Participant of the Certificate as determined in Our sole discretion.

INSURABLE INTEREST

Evidence must exist that the Participant(s), Annuitant(s) or Beneficiary(ies) will suffer a financial loss at the death of the life that triggers the death benefit. Generally, We consider an interest insurable if a familial relationship and/or economic interest exists. A familial relationship generally includes those persons related by blood or by law. An economic interest exists when the Participant has a lawful and substantial economic interest in having the life, health or bodily safety of the insured life preserved.

CLAIMS OF CREDITORS

To the extent permitted by law, no right or proceeds payable under this Certificate will be subject to claims of creditors or legal process.

PREMIUM TAXES OR OTHER TAXES

We may deduct from Your Certificate Value any premium tax or other taxes payable to a state or other government entity, if applicable. Should We advance any amount so due, We are not waiving any right to collect such amount at a later date. We will deduct any withholding taxes required by applicable law.

WRITTEN NOTICE

Any notice We send to You will be sent to Your address shown in the Enrollment Form and/or confirmation thereof unless You request otherwise. Any written request or notice to Us must be sent to Our Annuity Service Center, as specified on the Certificate Data Page.

PERIODIC REPORTS

At least once during each Certificate Year, We will send You a statement of the account activity of the Certificate. The statement will include all transactions which have occurred during the accounting period shown on the statement.

INCONTESTABILITY

This Certificate will be incontestable after it has been in force for a period of two years from the Certificate Date during the lifetime of any Participant who is required to provide Us with information concerning their Age, sex and identity. Accurate statements as to any Participant's Age, sex and identity are required as a condition of issuing this Certificate. The Incontestability of this Certificate applies to any statements any Participant makes, except as otherwise stated in the Misstatement of Age or Sex Provision.

NONPARTICIPATING

This Certificate does not share in Our surplus.

WAIVER

Our waiver of any of the terms and conditions under this Certificate will not be deemed to constitute waiver of the right to enforce strict compliance.

ANNUITY INCOME PAYMENT OPTIONS

During the Annuitant's life, upon written election and the return of this Certificate to Us at Our Annuity Service Center, the Certificate Value may be applied to provide one of the following annuity income payment options or any annuity income payment option that is mutually agreeable. Prior to the Annuity Date but not before the Earliest Annuity Date After The Certificate Date shown on the Certificate Data Page, You can choose one of the options described below. If no option has been selected by the Annuity Date, You will automatically receive option 4, below, with 120 monthly payments guaranteed; for Joint Participants, You will automatically receive Option 3, below, with 120 monthly payments guaranteed.

OPTIONS 1 & 1v - LIFE ANNUITY, LIFETIME PAYMENTS GUARANTEED

Payments payable to a Payee during the lifetime of the Annuitant. No further annuity income payments are payable after the death of the Annuitant.

OPTIONS 2 & 2v - JOINT AND SURVIVOR LIFE ANNUITY

Payments payable to the Payee during the lifetime of the Annuitant and during the lifetime of a designated second person. No further annuity income payments are payable after the deaths of both the Annuitant and the designated second person.

OPTIONS 3 & 3v - JOINT AND SURVIVOR LIFE ANNUITY - WITH 120 OR 240 MONTHLY PAYMENTS GUARANTEED

Payments payable to the Payee during the lifetime of the Annuitant and during the lifetime of a designated second person. If, at the death of the survivor, annuity income payments have been made for less than 120 or 240 monthly periods, the remaining guaranteed annuity income payments will be continued to the Beneficiary. If, at the death of the survivor, annuity income payments have been made for at least 120 or 240 monthly periods, as selected at the time of annuitization, no further annuity income payments will be made.

OPTIONS 4 & 4v - LIFE ANNUITY WITH - 120 OR 240 MONTHLY PAYMENTS GUARANTEED

Payments payable to the Payee during the lifetime of the Annuitant. If, at the death of the Annuitant, annuity income payments have been made for less than the 120 or 240 monthly periods, as selected at the time of annuitization, the remaining guaranteed annuity income payments will be continued to the Beneficiary. If, at death of the Annuitant, annuity income payments have been made for at least 120 or 240 monthly periods, no further payments will be made.

OPTIONS 5 & 5v - FIXED PAYMENTS FOR A SPECIFIED PERIOD CERTAIN

Payments payable to the Payee for any specified period of time for five (5) years or more, but not exceeding thirty (30) years, as selected at the time of annuitization. The selection must be made for full twelve month periods. In the event of death of the Annuitant during the specified period of time, any remaining annuity income payments will be continued to the Beneficiary. If the Annuitant dies after the end of the specific period of time, no further annuity income payments will be made. If Variable Annuity Income Payments are elected under this Annuity Income Payment Option, any remaining guaranteed Variable Annuity Income Payments may be redeemed for a discounted value determined by Us. Any applicable Withdrawal Charges will be deducted from the discounted value as if Your Certificate was fully withdrawn.

FIXED ANNUITY INCOME PAYMENT OPTIONS TABLE

BASIS OF COMPUTATION

The actuarial basis for the Table of Annuity Rates is the Annuity 2000 Mortality Table with a guaranteed interest rate of [1.50%], with quinquennial age setbacks. For every five years that the Certificate has been in effect at the time of annuitization, the Annuitant's age will be set back by one year to determine the applicable factors. The Fixed Annuity Income Payment Options Table does not include any applicable premium tax.

OPTIONS 1 & 4 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.

(Monthly installments for ages not shown will be furnished upon request.)

Age of Annuitant	Option 1 Life Annuity		Option 4 Life Annuity (w/120 payments guaranteed)		Option 4 Life Annuity (w/240 payments guaranteed)	
	Male	Female	Male	Female	Male	Female
55	3.68	3.38	3.64	3.35	3.48	3.27
56	3.77	3.46	3.73	3.43	3.55	3.34
57	3.87	3.54	3.82	3.51	3.62	3.40
58	3.98	3.63	3.92	3.60	3.69	3.47
59	4.09	3.73	4.02	3.69	3.76	3.54
60	4.21	3.83	4.13	3.78	3.83	3.62
61	4.34	3.93	4.24	3.89	3.90	3.69
62	4.47	4.05	4.36	3.99	3.97	3.77
63	4.62	4.17	4.49	4.10	4.04	3.84
64	4.77	4.30	4.62	4.22	4.10	3.92
65	4.93	4.44	4.76	4.35	4.17	4.00
66	5.11	4.58	4.90	4.48	4.24	4.07
67	5.30	4.74	5.05	4.62	4.30	4.15
68	5.49	4.91	5.20	4.76	4.36	4.22
69	5.71	5.09	5.36	4.92	4.41	4.29
70	5.93	5.29	5.53	5.08	4.47	4.36
71	6.17	5.50	5.70	5.25	4.51	4.42
72	6.43	5.73	5.87	5.43	4.56	4.48
73	6.70	5.98	6.05	5.62	4.60	4.53
74	6.99	6.24	6.23	5.81	4.63	4.58
75	7.31	6.53	6.41	6.01	4.67	4.62
76	7.64	6.84	6.59	6.21	4.69	4.65
77	8.00	7.18	6.78	6.41	4.72	4.69
78	8.38	7.55	6.96	6.62	4.74	4.71
79	8.79	7.94	7.13	6.83	4.75	4.74
80	9.23	8.37	7.31	7.03	4.77	4.75
81	9.70	8.84	7.47	7.23	4.78	4.77
82	10.20	9.34	7.63	7.42	4.79	4.78
83	10.73	9.88	7.78	7.60	4.80	4.79
84	11.30	10.47	7.93	7.77	4.80	4.80
85	11.90	11.10	8.06	7.93	4.81	4.80

OPTION 2 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.
 (Monthly installments for ages not shown will be furnished upon request.)
Joint & 100% Survivor Life Annuity

Age of Male Annuitant	Age of Female Annuitant						
	55	60	65	70	75	80	85
55	3.01	3.18	3.33	3.45	3.54	3.60	3.64
60	3.12	3.36	3.59	3.78	3.94	4.05	4.12
65	3.21	3.51	3.83	4.13	4.40	4.61	4.75
70	3.27	3.63	4.03	4.46	4.89	5.26	5.53
75	3.32	3.70	4.18	4.74	5.35	5.95	6.45
80	3.34	3.76	4.29	4.95	5.75	6.62	7.45
85	3.36	3.79	4.35	5.09	6.05	7.20	8.44

OPTION 3 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.
 (Monthly installments for ages not shown will be furnished upon request)
Joint & 100% Survivor Life Annuity (w/120 payments guaranteed)

Age of Male Annuitant	Age of Female Annuitant						
	55	60	65	70	75	80	85
55	3.01	3.18	3.33	3.45	3.53	3.59	3.62
60	3.12	3.36	3.58	3.78	3.93	4.03	4.09
65	3.21	3.51	3.82	4.12	4.38	4.56	4.67
70	3.27	3.62	4.02	4.44	4.84	5.16	5.36
75	3.31	3.70	4.16	4.70	5.26	5.76	6.11
80	3.33	3.74	4.25	4.88	5.59	6.28	6.80
85	3.35	3.77	4.31	4.99	5.81	6.66	7.35

OPTION 3 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.
 (Monthly installments for ages not shown will be furnished upon request)
Joint & 100% Survivor Life Annuity (w/240 payments guaranteed)

Age of Male Annuitant	Age of Female Annuitant						
	55	60	65	70	75	80	85
55	3.00	3.16	3.30	3.39	3.45	3.47	3.48
60	3.11	3.33	3.53	3.68	3.77	3.81	3.82
65	3.18	3.46	3.72	3.94	4.08	4.15	4.17
70	3.23	3.54	3.86	4.14	4.33	4.43	4.46
75	3.26	3.59	3.94	4.27	4.50	4.62	4.66
80	3.27	3.61	3.98	4.33	4.58	4.71	4.76
85	3.27	3.62	3.99	4.35	4.61	4.75	4.80

OPTION 5 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.

Fixed Payment for Specified Period

<u>Number of Years</u>	<u>Monthly Payment</u>	<u>Number of Years</u>	<u>Monthly Payment</u>	<u>Number of Years</u>	<u>Monthly Paymen t</u>	<u>Number of Years</u>	<u>Monthly Paymen t</u>
		10	8.96	17	5.55	24	4.13
		11	8.21	18	5.27	25	3.99
5	17.28	12	7.58	19	5.03	26	3.86
6	14.51	13	7.05	20	4.81	27	3.75
7	12.53	14	6.59	21	4.62	28	3.64
8	11.04	15	6.20	22	4.44	29	3.54
9	9.89	16	5.85	23	4.28	30	3.44

VARIABLE ANNUITY INCOME PAYMENT OPTIONS TABLE

BASIS OF COMPUTATION

The actuarial basis for the Table of Annuity Rates is the Annuity 2000 Mortality Table with an effective annual Assumed Investment Rate of [3.50%], with quinquennial age setbacks. For every five years that the Certificate has been in effect at the time of annuitization, the Annuitant's age will be set back by one year to determine the applicable factors. The Variable Annuity Income Payment Options Table does not include any applicable premium tax.

OPTIONS 1v& 4v - TABLE OF MONTHLY INSTALLMENTS PER \$1,000

(Monthly installments for ages not shown will be furnished upon request.)

Age of Annuitant	Option 1v Life Annuity		Option 4v Life Annuity (w/120 payments guaranteed)		Option 4v Life Annuity (w/240 payments guaranteed)	
	Male	Female	Male	Female	Male	Female
55	4.80	4.48	4.74	4.45	4.54	4.34
56	4.89	4.56	4.82	4.52	4.60	4.40
57	4.99	4.64	4.91	4.60	4.67	4.46
58	5.09	4.73	5.01	4.68	4.73	4.53
59	5.21	4.82	5.11	4.77	4.79	4.59
60	5.33	4.92	5.21	4.86	4.86	4.66
61	5.45	5.03	5.32	4.96	4.92	4.73
62	5.59	5.14	5.44	5.06	4.98	4.80
63	5.73	5.26	5.56	5.17	5.05	4.87
64	5.89	5.39	5.69	5.29	5.11	4.94
65	6.06	5.53	5.83	5.41	5.17	5.01
66	6.24	5.68	5.97	5.54	5.23	5.08
67	6.43	5.84	6.11	5.67	5.29	5.14
68	6.63	6.01	6.26	5.82	5.34	5.21
69	6.84	6.19	6.42	5.97	5.39	5.28
70	7.07	6.39	6.57	6.12	5.44	5.34
71	7.32	6.60	6.74	6.29	5.48	5.39
72	7.58	6.84	6.91	6.46	5.52	5.45
73	7.86	7.09	7.08	6.64	5.56	5.49
74	8.16	7.36	7.25	6.83	5.59	5.54
75	8.47	7.65	7.42	7.02	5.62	5.57
76	8.82	7.97	7.59	7.22	5.64	5.61
77	9.18	8.31	7.77	7.41	5.67	5.64
78	9.57	8.69	7.94	7.61	5.68	5.66
79	9.99	9.09	8.11	7.81	5.70	5.68
80	10.43	9.53	8.27	8.00	5.71	5.70
81	10.91	10.00	8.43	8.19	5.72	5.71
82	11.42	10.51	8.58	8.38	5.73	5.72
83	11.96	11.07	8.72	8.55	5.74	5.73
84	12.53	11.67	8.85	8.71	5.74	5.74
85	13.15	12.31	8.98	8.86	5.75	5.74

OPTION 2v - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.
 (Monthly installments for ages not shown will be furnished upon request.)
Joint & 100% Survivor Life Annuity

<u>Age of Male Annuitant</u>	<u>Age of Female Annuitant</u>						
	55	60	65	70	75	80	85
55	4.09	4.25	4.40	4.52	4.62	4.69	4.74
60	4.20	4.42	4.64	4.84	5.00	5.13	5.21
65	4.29	4.56	4.87	5.17	5.45	5.67	5.83
70	4.35	4.68	5.07	5.49	5.92	6.30	6.60
75	4.40	4.77	5.23	5.78	6.38	6.99	7.50
80	4.43	4.83	5.34	6.00	6.79	7.66	8.50
85	4.45	4.87	5.42	6.15	7.10	8.25	9.49

OPTION 3v - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.
 (Monthly installments for ages not shown will be furnished upon request)
Joint and 100% Survivor Life Annuity (w/120 payments guaranteed)

<u>Age of Male Annuitant</u>	<u>Age of Female Annuitant</u>						
	55	60	65	70	75	80	85
55	4.08	4.25	4.40	4.52	4.61	4.68	4.71
60	4.19	4.41	4.63	4.83	4.99	5.10	5.16
65	4.28	4.56	4.86	5.15	5.41	5.61	5.73
70	4.35	4.68	5.05	5.46	5.86	6.18	6.40
75	4.39	4.76	5.20	5.72	6.27	6.76	7.11
80	4.42	4.81	5.30	5.91	6.60	7.26	7.77
85	4.44	4.84	5.36	6.03	6.82	7.63	8.29

OPTION 3v - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.
 (Monthly installments for ages not shown will be furnished upon request)
Joint and 100% Survivor Life Annuity (w/240 payments guaranteed)

<u>Age of Male Annuitant</u>	<u>Age of Female Annuitant</u>						
	55	60	65	70	75	80	85
55	4.07	4.22	4.36	4.45	4.51	4.53	4.54
60	4.17	4.38	4.56	4.71	4.80	4.84	4.85
65	4.25	4.50	4.74	4.95	5.08	5.14	5.17
70	4.30	4.58	4.88	5.14	5.31	5.40	5.43
75	4.32	4.63	4.96	5.25	5.46	5.57	5.61
80	4.34	4.65	4.99	5.31	5.54	5.66	5.70
85	4.34	4.66	5.00	5.33	5.57	5.69	5.74

OPTION 5v - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.

Payments for a Specified Period

<u>Number of Years</u>	<u>Monthly Payment</u>						
		10	8.96	17	5.55	24	4.13
		11	8.21	18	5.27	25	3.99
5	17.28	12	7.58	19	5.03	26	3.86
6	14.51	13	7.05	20	4.81	27	3.75
7	12.53	14	6.59	21	4.62	28	3.64
8	11.04	15	6.20	22	4.44	29	3.54
9	9.89	16	5.85	23	4.28	30	3.44

SunAmerica Annuity and Life Assurance Company
A STOCK COMPANY LOS ANGELES, CALIFORNIA

ALLOCATED FIXED AND
VARIABLE GROUP ANNUITY CERTIFICATE

Nonparticipating

CERTIFICATE DATA PAGE

Certificate Number: [P9999999999]

Certificate Date: [May 2, 2011]

Participant: [JOHN DOE] **Date of Birth:** [March 1, 1976] **Age at Issue:** [35]

Participant: [JANE DOE] **Date of Birth:** [June 10, 1976] **Age at Issue:** [34]

Annuitant: [JOHN DOE] **Date of Birth:** [March 1, 1976] **Age at Issue:** [35]

Annuitant: [JANE DOE] **Date of Birth:** [June 10, 1976] **Age at Issue:** [34]

Beneficiary: As named by You

Initial Purchase Payment: [\$10,000.00]

Purchase Payment Age Limit: [Prior to the 86th birthday]

Minimum Subsequent Purchase Payment: [\$500]

Fixed Account Options – Minimum Guarantee Rate: [1.0% - 3.0%]

Minimum Partial Withdrawal Amount: [\$1,000]

Maximum Penalty-Free Withdrawal Percentage: [10%]

Minimum Systematic Withdrawal Amount: [\$100]

Minimum Amount Remaining After a Partial Withdrawal: [\$2,500]

Withdrawal Charge Schedule:

Number of Full Years Elapsed Between Purchase Payment Contribution And Date of Withdrawal	Withdrawal Charge as a Percentage of Withdrawn Purchase Payment
0	8%
1	7%
2	6%
3	5%
4	4%
5	3%
6	2%
7+	0%

See Page 11 for Withdrawal Provisions.

CERTIFICATEDATA PAGE (Cont'd.)

Minimum Transfer Amount: [\$100]

Separate Account Charge (including guaranteed death benefit risk charge of [0.10%]): [1.30%]

Annual Certificate Maintenance Fee: [\$50]

Transfer Fee: [\$25]

Earliest Annuity Date After Certificate Date: [Two years]

Latest Annuity Date: [1st day of the month following Age 95]

Separate Account: [Variable Separate Account]

Optional Elections:
SunAmerica Income Plus

Optional Election Details:
See Attached Endorsement ASE-6248

CERTIFICATE DATA PAGE

Certificate Number: [P9999999999]

Certificate Date: [May 2, 2011]

Participant: [JOHN DOE] **Date of Birth:** [March 1, 1976] **Age at Issue:** [35]]

[Participant: [JANE DOE] **Date of Birth:** [June 10, 1976] **Age at Issue:** [34]]

Annuitant: [JOHN DOE] **Date of Birth:** [March 1, 1976] **Age at Issue:** [35]

[Annuitant: [JANE DOE] **Date of Birth:** [June 10, 1976] **Age at Issue:** [34]]

Beneficiary: As named by You

Initial Purchase Payment: [\$25,000.00]

Purchase Payment Age Limit: [Prior to the 86th birthday]

Minimum Subsequent Purchase Payment: [\$500]

Fixed Account Options – Minimum Guarantee Rate: [1.0% - 3.0%]

Minimum Partial Withdrawal Amount: [\$1,000]

Maximum Penalty-Free Withdrawal Percentage: [10%]

Minimum Systematic Withdrawal Amount: [\$100]

Minimum Amount Remaining After a Partial Withdrawal: [\$2,500]

Withdrawal Charge Schedule:

Number of Full Years Elapsed Between Purchase Payment Contribution And Date of Withdrawal	Withdrawal Charge as a Percentage of Withdrawn Purchase Payment
0	9%
1	8%
2	8%
3	7%
4	7%
5	6%
6	5%
7	4%
8	3%
9+	0%

See Page 11 for Withdrawal Provisions.

CERTIFICATE DATA PAGE (Cont'd.)

Minimum Transfer Amount: [\$100]

Separate Account Charge (including guaranteed death benefit risk charge of [0.10%]): [1.65%]

Annual Certificate Maintenance Fee: [\$50]

Transfer Fee: [\$25]

Earliest Annuity Date After Certificate Date: [Two years]

Latest Annuity Date: [1st day of the month following Age 95]

Separate Account: [Variable Separate Account]

Optional Elections:
SunAmerica Income Plus

Optional Election Details:
See Attached Endorsement ASE-6248

CERTIFICATE DATA PAGE

Certificate Number: [P9999999999]

Certificate Date: [May 2, 2011]

Participant : [JOHN DOE] **[Date of Birth:** [March 1, 1976] **Age at Issue:** [35]]

[Participant : [JANE DOE] **Date of Birth:** [June 10, 1976] **Age at Issue:** [34]]

Annuitant: [JOHN DOE] **Date of Birth:** [March 1, 1976] **Age at Issue:** [35]

[Annuitant: [JANE DOE] **Date of Birth:** [June 10, 1976] **Age at Issue:** [34]]

Beneficiary: As named by You

Initial Purchase Payment: [\$10,000.00]

Purchase Payment Age Limit: [Prior to the 86th birthday]

Minimum Subsequent Purchase Payment: [\$500]

Fixed Account Options – Minimum Guarantee Rate: [1.0% - 3.0%]

Minimum Partial Withdrawal Amount: [\$1,000]

Maximum Penalty-Free Withdrawal Percentage: [10%]

Minimum Systematic Withdrawal Amount: [\$100]

Minimum Amount Remaining After a Partial Withdrawal: [\$2,500]

Withdrawal Charge Schedule:

Number of Full Years Elapsed Between Purchase Payment Contribution And Date of Withdrawal	Withdrawal Charge as a Percentage of Withdrawn Purchase Payment
0	8%
1	7%
2	6%
3	5%
4+	0%

See Page 11 for Withdrawal Provisions.

CERTIFICATE DATA PAGE (Cont'd.)

Minimum Transfer Amount: [\$100]

Separate Account Charge (including guaranteed death benefit risk charge of [0.10%]):

 (Contract Years 1-4: [1.55%]
 Contract Years 5 & Thereafter: [1.15%])

Annual Certificate Maintenance Fee: [\$50]

Transfer Fee: [\$25]

Earliest Annuity Date After Certificate Date: [Two years]

Latest Annuity Date: [1st day of the month following Age 95]

Separate Account: [Variable Separate Account]

(**Optional Elections:**
SunAmerica Income Plus

Optional Election Details:
See Attached Endorsement ASE-6248)

CERTIFICATE DATA PAGE

Certificate Number: [P9999999999]

Certificate Date: [May 2, 2011]

Participant : [JOHN DOE] **[Date of Birth:** [March 1, 1976] **Age at Issue:** [35]]

[Participant : [JANE DOE] **Date of Birth:** [June 10, 1976] **Age at Issue:** [34]]

Annuitant: [JOHN DOE] **Date of Birth:** [March 1, 1976] **Age at Issue:** [35]

[Annuitant: [JANE DOE] **Date of Birth:** [June 10, 1976] **Age at Issue:** [34]]

Beneficiary: As named by You

Initial Purchase Payment: [\$10,000.00]

Purchase Payment Age Limit: [Prior to the 86th birthday]

Minimum Subsequent Purchase Payment: [\$500]

Fixed Account Options – Minimum Guarantee Rate: [1.0% - 3.0%]

Minimum Partial Withdrawal Amount: [\$1,000]

Maximum Penalty-Free Withdrawal Percentage: [10%]

Minimum Systematic Withdrawal Amount: [\$100]

Minimum Amount Remaining After a Partial Withdrawal: [\$2,500]

Withdrawal Charge Schedule:

Number of Full Years Elapsed Between Purchase Payment Contribution And Date of Withdrawal	Withdrawal Charge as a Percentage of Withdrawn Purchase Payment
0	8%
1	7%
2	6%
3	5%
4	4%
5	3%
6	2%
7+	0%

See Page 11 for Withdrawal Provisions.

CERTIFICATE DATA PAGE (Cont'd.)

Minimum Transfer Amount: [\$100]

Separate Account Charge (including guaranteed death benefit risk charge of [0.10%]): [1.15%]

Annual Certificate Maintenance Fee: [\$50]

Transfer Fee: [\$25]

Earliest Annuity Date After Certificate Date: [Two years]

Latest Annuity Date: [1st day of the month following Age 95]

Separate Account: [Variable Separate Account]

Optional Elections: SunAmerica Income Plus	Optional Election Details: See Attached Endorsement ASE-6248
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CERTIFICATE DATA PAGE

Certificate Number: [P9999999999]

Certificate Date: [May 2, 2011]

Participant: [JOHN DOE] **Date of Birth:** [March 1, 1976] **Age at Issue:** [35]

Participant: [JANE DOE] **Date of Birth:** [June 10, 1976] **Age at Issue:** [34]

Annuitant: [JOHN DOE] **Date of Birth:** [March 1, 1976] **Age at Issue:** [35]

Annuitant: [JANE DOE] **Date of Birth:** [June 10, 1976] **Age at Issue:** [34]

Beneficiary: As named by You

Initial Purchase Payment: [\$10,000.00]

Purchase Payment Age Limit: [Prior to the 86th birthday]

Minimum Subsequent Purchase Payment: [\$500]

Fixed Account Options – Minimum Guarantee Rate: [1.0% - 3.0%]

Minimum Partial Withdrawal Amount: [\$1,000]

Maximum Penalty-Free Withdrawal Percentage: [10%]

Minimum Systematic Withdrawal Amount: [\$100]

Minimum Amount Remaining After a Partial Withdrawal: [\$2,500]

Withdrawal Charge Schedule:

Number of Full Years Elapsed Between Purchase Payment Contribution And Date of Withdrawal	Withdrawal Charge as a Percentage of Withdrawn Purchase Payment
0	9%
1	8%
2	8%
3	7%
4	6%
5	5%
6	4%
7	3%
8	2%
9+	0%

See Page 11 for Withdrawal Provisions.

CERTIFICATE DATA PAGE (Cont'd.)

Minimum Transfer Amount: [\$100]

Separate Account Charge (including guaranteed death benefit risk charge of [0.10%]):

Contract Years 1-9: [1.55%]
Contract Years 10 & Thereafter: [1.15%]

Annual Certificate Maintenance Fee: [\$50]

Transfer Fee: [\$25]

Earliest Annuity Date After Certificate Date: [Two years]

Latest Annuity Date: [1st day of the month following Age 95]

Separate Account: [Variable Separate Account]

Optional Elections:

SunAmerica Income Plus

Optional Election Details:

See Attached Endorsement ASE-6248

SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY

OPTIONAL PAYMENT ENHANCEMENT ENDORSEMENT

Notwithstanding any provision in the Contract or Certificate (“Contract”) to the contrary, this Optional Payment Enhancement Endorsement (the “Endorsement”) becomes a part of the Contract to which it is attached. Should any provision in this Endorsement conflict with the Contract, the provisions of this Endorsement will prevail.

Subject to the terms and conditions set forth below, this Endorsement credits additional amounts to your Contract Value based on certain Purchase Payment(s) made to your Contract. This Endorsement may not be elected with other Endorsements containing different Withdrawal Charges or schedules.

DEFINITIONS

For purposes of this Endorsement, the following definitions apply. Terms not defined in this Endorsement shall have the same meaning given to them in the Contract.

CONTRACT ANNIVERSARY

Each consecutive one year period starting on the Contract Date.

PAYMENT ENHANCEMENT

A Payment Enhancement is an amount allocated to Your Contract Value by Us, and which is based on the amount of Your Purchase Payment as of the Purchase Payment Date. Payment Enhancements are not considered Purchase Payments.

PAYMENT ENHANCEMENT RATE

The applicable percentage of the Purchase Payment that is used to calculate the amount of Payment Enhancement to be allocated to Your Contract Value on the Purchase Payment Date.

PURCHASE PAYMENT DATE

The date on which a particular Purchase Payment is made.

PAYMENT ENHANCEMENT SCHEDULE

We will allocate applicable Payment Enhancements to Your Contract Value according to the following schedule:

Purchase Payment Date	Payment Enhancement Rate
[before 1 st Contract Anniversary]	[4.00%]
[On or after 1 st Contract Anniversary but before 2 nd Contract Anniversary]	[4.00%]
[On or after 2 nd Contract Anniversary but before 3 rd Contract Anniversary]	[4.00%]
[On or after 3 rd Contract Anniversary but before 4 th Contract Anniversary]	[4.00%]
[On or after 4 th Contract Anniversary]	[0.00%]

ALLOCATION OF PAYMENT ENHANCEMENTS

We will allocate any Payment Enhancement to available Variable Portfolio(s) and/or Fixed Account Option(s) in the same proportion as the Purchase Payment to which it applies is allocated.

PAYMENT ENHANCEMENT DEDUCTION

During the Right To Examine/Right To Cancel period, if You can cancel Your Contract and this Endorsement and if Your Contract requires:

1. The return of Contract Value, We will refund the Contract Value as of the business day during which the Contract is received by Us reduced by the lesser of: (a) the value of all Payment Enhancements as of the date on which We receive Your request to cancel Your Contract; or (b) the amount of all Payment Enhancements We allocated to Your Contract Value; or
2. The return of Purchase Payment(s), We will refund the Purchase Payment(s).

We reserve the right to allocate Your Payment Enhancement to a Variable Portfolio with a cash management objective until the end of the Right To Examine/Right To Cancel period.

Signed for the Company to be effective as of the Contract Date.



Mallery L. Reznik
Senior Vice President



Jana W. Greer
President

SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY

PAYMENT ENHANCEMENT ENDORSEMENT

Notwithstanding any provision in the Contract or Certificate (“Contract”) to the contrary, this Payment Enhancement Endorsement (the “Endorsement”) becomes a part of the Contract to which it is attached. Should any provision in this Endorsement conflict with the Contract, the provisions of this Endorsement will prevail.

Subject to the terms and conditions set forth below, this Endorsement credits additional amounts to Your Contract Value based on certain Purchase Payment(s) made to Your Contract prior to Age [86]. The expenses for this annuity may be higher than the expenses for an annuity without Payment Enhancements. This Endorsement may not be elected with other Endorsements containing different Withdrawal Charges or Schedules.

DEFINITIONS

For purposes of this Endorsement, the following definitions apply. Terms not defined in this Endorsement shall have the same meaning given to them in the Contract.

PAYMENT ENHANCEMENT

Amounts allocated to Your Contract Value by Us. Payment Enhancements are not considered Purchase Payments.

PAYMENT ENHANCEMENT RATE

The percentage applied to each Purchase Payment to calculate the Payment Enhancement.

PAYMENT ENHANCEMENT PROVISIONS

ALLOCATION OF PAYMENT ENHANCEMENTS

We will allocate Payment Enhancements to available Variable Portfolio(s) and/or Fixed Account Option(s) in the same proportion as each corresponding Purchase Payment.

Payment Enhancements for Subsequent Purchase Payment(s) will be determined by the Payment Enhancement Rate in effect at the time Your Subsequent Purchase Payment is received by Us. We will send You a confirmation of the Payment Enhancement allocated to Your Contract Value.

DURING THE RIGHT TO EXAMINE/RIGHT TO CANCEL PERIOD

If You cancel Your Contract and this Endorsement and if Your Contract requires:

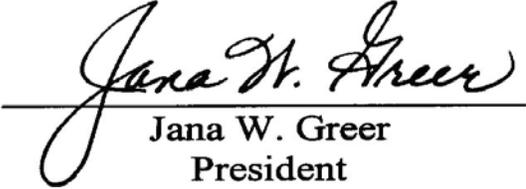
1. The return of Contract Value, We will refund the Contract Value as of the business day during which the Contract is received by Us reduced by the lesser of: (a) the value of all Payment Enhancements as of the date on which We receive Your request to cancel Your Contract; or (b) the amount of all Payment Enhancements We allocated to Your Contract Value; or
2. The return of Purchase Payment(s), We will refund the Purchase Payment(s).

We reserve the right to allocate Your Payment Enhancement(s) to a Variable Portfolio with a cash management objective until the end of the Right To Examine/Right To Cancel period.

Signed for the Company to be effective as of the Contract Date.



Mallery L. Reznik
Senior Vice President



Jana W. Greer
President

SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY

**MAXIMUM ANNIVERSARY VALUE OPTIONAL
DEATH BENEFIT ENDORSEMENT**

Notwithstanding any provision in the Contract or Certificate (“Contract”) to the contrary, this Endorsement becomes a part of the Contract to which it is attached. Should any provision in this Endorsement conflict with the Contract, the provisions of this Endorsement will prevail. Capitalized terms used in this Endorsement have the same meaning as they have in the Contract.

This Endorsement modifies the “**DEATH PROVISIONS**” in the Contract as set forth below.

ENDORSEMENT DATA

**MAXIMUM ANNIVERSARY VALUE
OPTIONAL DEATH BENEFIT
CHARGE:**

Annual fee of [0.25%] of the average daily ending value of the assets attributable to the Accumulation Units of the Variable Portfolio(s) to which Your Contract is allocated. We deduct this charge daily. This charge is in addition to other charges, fees and expenses described in Your Contract.

The “**AMOUNT OF DEATH BENEFIT**” provisions are modified as follows:

Maximum Anniversary Value Death Benefit

Upon Our receipt of all Required Documentation at Our Annuity Service Center, the Death Benefit payable upon the death of the Owner will be calculated. The death benefit calculation is different depending on whether a living benefit or guaranteed minimum withdrawal benefit has been elected and if the benefit has been terminated.

If You were Age [80 or younger] on the Contract Date and did not elect a living benefit or guaranteed minimum withdrawal benefit, We will calculate the Death Benefit as the greatest of:

1. The Contract Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center; or
2. Net Purchase Payment(s) received prior to the Owner’s [86th] birthday; or
3. The Maximum Anniversary Value that is equal to the greatest anniversary value determined prior to the earlier of the
 - i) Your [83rd] birthday; or
 - ii) Your date of death;plus Purchase Payment(s) received since that Contract anniversary, but prior to Your [86th] birthday, and this sum is reduced proportionately for any Withdrawals since that Contract anniversary.

If You were Age [80 or younger] on the Contract Date and elected a living benefit or guaranteed minimum withdrawal benefit, We will calculate the Death Benefit as the greatest of:

1. The Contract Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center; or
2. Purchase Payment(s) received prior to Your [86th] birthday reduced by a) or b) as follows:
 - a) any Withdrawal Adjustments if the benefit has not been terminated;
 - b) any Withdrawal Adjustments prior to the date the benefit is terminated, and reduced proportionately for any Withdrawals on and after the date the benefit is terminated.
3. The Maximum Anniversary Value that is equal to the greatest anniversary value determined prior to the earlier of:
 - i) Your [83rd] birthday; or
 - ii) Your date of death;plus Purchase Payment(s) received since that Contract anniversary, but prior to Your [86th] birthday, and this sum is reduced by a) or b) as follows:
 - a) any Withdrawal Adjustments if the benefit has not been terminated;
 - b) any Withdrawal Adjustments prior to the date the benefit is terminated, and reduced proportionately for any Withdrawals on and after the date the benefit is terminated.

Spousal Beneficiary Continuation

If the Spousal Beneficiary continues the Contract on the Continuation Date and upon Our receipt of all Required Documentation at Our Annuity Service Center, the Death Benefit payable upon the death of the Spousal Beneficiary will be as follows:

If the Spousal Beneficiary was age [80 or younger] on the Continuation Date, and if the Owner did not elect a living benefit or guaranteed minimum withdrawal benefit, We will calculate the Death Benefit as the greatest of:

1. The Contract Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center; or
2. The Contract Value on the Continuation Date, plus Purchase Payment(s) received after the Continuation Date and prior to the Spousal Beneficiary's [86th] birthday and this sum is reduced proportionately for any Withdrawals after the Continuation Date; or
3. The Maximum Anniversary Value after the Continuation Date that is equal to the greatest anniversary value determined prior to the earlier of:
 - i) The Spousal Beneficiary's [83rd] birthday; or
 - ii) The Spousal Beneficiary's date of death;plus Purchase Payment(s) received after the Continuation Date and since that Contract anniversary, and prior to the Spousal Beneficiary's [86th] birthday and this sum is reduced proportionately for any Withdrawals since that Contract anniversary.

If the Spousal Beneficiary was age [80 or younger] on the Continuation Date, and if the Owner elected a living benefit or guaranteed minimum withdrawal benefit, We will calculate the Death Benefit as the greatest of:

1. The Contract Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center; or
2. The Contract Value on the Continuation Date, plus Purchase Payment(s) received after the Continuation Date and prior to the Spousal Beneficiary's [86th] birthday and this sum is reduced by a) or b) as follows:
 - a) any Withdrawal Adjustments if the benefit has not been terminated;
 - b) any Withdrawal Adjustments prior to the date the benefit is terminated, and reduced proportionately for any Withdrawals on and after the date the benefit is terminated; or
3. The Maximum Anniversary Value after the Continuation Date that is equal to the greatest anniversary value determined prior to the earlier of:
 - i) The Spousal Beneficiary's [83rd] birthday; or
 - ii) The Spousal Beneficiary's date of death;
 plus Purchase Payment(s) received after the Continuation Date and since that Contract anniversary, and prior to the Spousal Beneficiary's [86th] birthday and this sum is reduced by a) or b) as follows:
 - a) any Withdrawal Adjustments since that anniversary if the benefit has not been terminated;
 - b) any Withdrawal Adjustments since that anniversary but prior to the date the benefit is terminated, and reduced proportionately for any Withdrawals since that anniversary that occur on and after the date the benefit is terminated.

If the Spousal Beneficiary was at least age [81 but younger than age 86] on the Continuation Date, and if the Owner did not elect a living benefit or guaranteed minimum withdrawal benefit, We will calculate the Death Benefit as the greater of:

1. The Contract Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center; or
2. The Contract Value on the Continuation Date, plus Purchase Payment(s) received after the Continuation Date, and prior to the Spousal Beneficiary's 86th birthday, and this sum is reduced proportionately for any Withdrawals after the Continuation Date.

If the Spousal Beneficiary was at least age [81 but younger than age 86] on the Continuation Date, and if the Owner elected a living benefit or guaranteed minimum withdrawal benefit, We will calculate the Death Benefit as the greater of:

1. The Contract Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center; or
2. The Contract Value on the Continuation Date, plus Purchase Payment(s) received after the Continuation Date and prior to the Spousal Beneficiary's 86th birthday and this sum is reduced by:
 - a) any Withdrawal Adjustments after the Continuation Date if the benefit has not been terminated; or

- b) any Withdrawal Adjustments after the Continuation Date and prior to the date the benefit is terminated, and reduced proportionately for any Withdrawals after the Continuation Date that occur on and after the date the benefit is terminated.

Withdrawal Adjustments

If a living benefit or guaranteed minimum withdrawal benefit is elected and the benefit has not been terminated, the amount of the Death Benefit will be adjusted for Withdrawals as follows:

1. If the current Contract Year's cumulative Withdrawals, including the current Withdrawal, are taken prior to your [81st] birthday and are less than or equal to the Maximum Annual Withdrawal Amount, the amount of adjustment will be the amount of each Withdrawal; or
2. If the current Contract Year's cumulative Withdrawals, including the current Withdrawal, are taken on and/or after your [81st] birthday and/or are in excess of the Maximum Annual Withdrawal Amount, the amount of adjustment is equal to the proportion that the amount of each Withdrawal in excess of the Maximum Annual Withdrawal Amount reduces the Contract Value.

If the Spousal Beneficiary was age [86 or older] on the Continuation Date, the Death Benefit will be the Contract Value for the NYSE business day during which We receive all Required Documentation at Our Annuity Service Center.

Signed for the Company to be effective on the Contract Date.

SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY



Mallery L. Reznik
Senior Vice President



Jana W. Greer
President

SERFF Tracking Number: SALA-127027678 State: Arkansas
Filing Company: SunAmerica Annuity and Life Assurance State Tracking Number: 48020
Company
Company Tracking Number: AS-992C (12/10) ET AL.
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: L-Share
Project Name/Number: /

Supporting Document Schedules

Item Status:

Status

Date:

Satisfied - Item: Flesch Certification

Comments:

Attachments:

GENERIC Cert of Read.pdf

AR- Cert of Compliance (Reg 6).pdf

AR- Cert of Compliance (Reg 19).pdf

SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY
1 SunAmerica Center
Los Angeles, CA 90067-6022

CERTIFICATION OF READABILITY

This is to certify that the form(s) listed below is/are in compliance with the Flesch Readability Score

A. Option Selected

- 1. Policy and its related forms are scored for the Flesch reading ease test as one unit and the combined score is _____.
- 2. Policy and its related forms are scored separately for the Flesch reading ease test. Scores for the Policy are indicated below.

Forms and Form Numbers to which Certificate is applicable:

<u>Form</u>	<u>Form Number</u>	<u>Flesch Score</u>
Certificate	AS-992C (12/10)	51.0
Endorsement	ASE-6220 (12/10)	50.8
Endorsement	ASE-6229 (12/10)	50.4
Endorsement	ASE-6235 (12/10)	50.8

B. Test Option Selected

- 1. Test was applied to entire policy form(s).
- 2. Test was applied on sample basis. Form(s) contain(s) more than 10,000 words. Copy of form(s) enclosed indicating word samples tested.

Signed for the Company at Los Angeles, California on 2/11/11.



Manda Ghaferi, Vice President

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

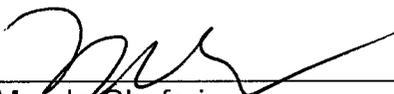
Certification of Compliance

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

AS-992C (12/10) – Contract; Data Pages AS-992C-PPIII (12/10); AS-992C-PAVG (12/10);
AS-992C-PPS4 (12/10); AS-992C-PPS7 (12/10); AS-992C-PPS9 (12/10),
Endorsements ASE-6220 (12/10); ASE-6229 (12/10); ASE-6235 (12/10)

Do comply with all Sections of the **Arkansas** Insurance Code and regulations applicable to such insurance policies and related forms, and will be so construed. We also certify that we are in compliance with Rule and Regulation 6 regarding Variable Annuity Contracts.

2/11/14
Date


Manda Ghaferi
Assistant Vice President

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

Certification of Compliance

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

AS-992C (12/10); Data Pages AS-992C-PPIII (12/10); AS-992C-PAVG (12/10); AS-992C-PPS4 (12/10); AS-992C-PPS7 (12/10); AS-992C-PPS9 (12/10); Endorsements ASE-6220 (12/10); ASE-6229 (12/10); ASE-6235 (12/10)

Do comply with all Sections of the **Arkansas** Insurance Code and regulations applicable to such insurance policies and related forms, and will be so construed. We also certify that we are in compliance with Rule and Regulation 19 (2nd Revision) regarding Unfair Sex Discrimination in the Sale of Insurance.

2/11/11
Date



Manda Ghaferi
Vice President

SERFF Tracking Number: SALA-127027678 State: Arkansas
 Filing Company: SunAmerica Annuity and Life Assurance State Tracking Number: 48020
 Company
 Company Tracking Number: AS-992C (12/10) ET AL.
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
 Variable and Variable
 Product Name: L-Share
 Project Name/Number: /

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
02/15/2011	Form	Certificate Data Page	02/18/2011	AS-992C-PPIII (12-10) cln.pdf (Superseded)
02/15/2011	Form	Certificate Data Page	02/18/2011	AS-992C-PAVG (12-10) cln.pdf (Superseded)
02/15/2011	Form	Certificate Data Page	02/18/2011	AS-992C-PPS4 (12-10) cln.pdf (Superseded)
02/15/2011	Form	Certificate Data Page	02/18/2011	AS-992C-PPS7 (12-10) cln.pdf (Superseded)
02/15/2011	Form	Certificate Data Page	02/18/2011	AS-992C-PPS9 (12-10) cln.pdf (Superseded)
02/15/2011	Form	Optional Payment Enhancement Endorsement	02/23/2011	ASE-6220 (12-10) cln.pdf (Superseded)

CERTIFICATE DATA PAGE

Certificate Number: [P9999999999]

Certificate Date: [May 2, 2011]

Participant: [JOHN DOE] **Date of Birth:** [March 1, 1976] **Age at Issue:** [35]

Participant: [JANE DOE] **Date of Birth:** [June 10, 1976] **Age at Issue:** [34]

Annuitant: [JOHN DOE] **Date of Birth:** [March 1, 1976] **Age at Issue:** [35]

Annuitant: [JANE DOE] **Date of Birth:** [June 10, 1976] **Age at Issue:** [34]

Beneficiary: As named by You

Initial Purchase Payment: [\$10,000.00]

Purchase Payment Age Limit: [Prior to the 86th birthday]

Minimum Subsequent Purchase Payment: [\$500]

Fixed Account Options – Minimum Guarantee Rate: [1.0% - 3.0%]

Minimum Partial Withdrawal Amount: [\$1,000]

Maximum Penalty-Free Withdrawal Percentage: [10%]

Minimum Systematic Withdrawal Amount: [\$100]

Minimum Amount Remaining After a Partial Withdrawal: [\$2,500]

Withdrawal Charge Schedule:

Number of Full Years Elapsed Between Purchase Payment Contribution And Date of Withdrawal	Withdrawal Charge as a Percentage of Withdrawn Purchase Payment
0	8%
1	7%
2	6%
3	5%
4	4%
5	3%
6	2%
7+	0%

See Page 11 for Withdrawal Provisions.

CERTIFICATEDATA PAGE (Cont'd.)

Minimum Transfer Amount: [\$100]

Separate Account Charge (including guaranteed death benefit risk charge of [0.10%]): [1.30%]

Annual Certificate Maintenance Fee: [\$50]

Transfer Fee: [\$25]

Earliest Annuity Date After Certificate Date: [Two years]

Latest Annuity Date: [1st day of the month following Age 95]

Separate Account: [Variable Separate Account]

Optional Elections:
SunAmerica Income Plus

Optional Election Details:
See Attached Endorsement ASE-6248

CERTIFICATE DATA PAGE

Certificate Number: [P9999999999]

Certificate Date: [May 2, 2011]

Participant: [JOHN DOE] **Date of Birth:** [March 1, 1976] **Age at Issue:** [35]

Participant: [JANE DOE] **Date of Birth:** [June 10, 1976] **Age at Issue:** [34]

Annuitant: [JOHN DOE] **Date of Birth:** [March 1, 1976] **Age at Issue:** [35]

Annuitant: [JANE DOE] **Date of Birth:** [June 10, 1976] **Age at Issue:** [34]

Beneficiary: As named by You

Initial Purchase Payment: [\$25,000.00]

Purchase Payment Age Limit: [Prior to the 86th birthday]

Minimum Subsequent Purchase Payment: [\$500]

Fixed Account Options – Minimum Guarantee Rate: [1.0% - 3.0%]

Minimum Partial Withdrawal Amount: [\$1,000]

Maximum Penalty-Free Withdrawal Percentage: [10%]

Minimum Systematic Withdrawal Amount: [\$100]

Minimum Amount Remaining After a Partial Withdrawal: [\$2,500]

Withdrawal Charge Schedule:

Number of Full Years Elapsed Between Purchase Payment Contribution And Date of Withdrawal	Withdrawal Charge as a Percentage of Withdrawn Purchase Payment
0	9%
1	8%
2	8%
3	7%
4	7%
5	6%
6	5%
7	4%
8	3%
9+	0%

See Page 11 for Withdrawal Provisions.

CERTIFICATE DATA PAGE (Cont'd.)

Minimum Transfer Amount: [\$100]

Separate Account Charge (including guaranteed death benefit risk charge of [0.10%]): [1.65%]

Annual Certificate Maintenance Fee: [\$50]

Transfer Fee: [\$25]

Earliest Annuity Date After Certificate Date: [Two years]

Latest Annuity Date: [1st day of the month following Age 95]

Separate Account: [Variable Separate Account]

Optional Elections:
SunAmerica Income Plus

Optional Election Details:
See Attached Endorsement ASE-6248

CERTIFICATE DATA PAGE

Certificate Number: [P9999999999]

Certificate Date: [May 2, 2011]

Participant : [JOHN DOE] **[Date of Birth:** [March 1, 1976] **Age at Issue:** [35]]

[Participant : [JANE DOE] **Date of Birth:** [June 10, 1976] **Age at Issue:** [34]]

Annuitant: [JOHN DOE] **Date of Birth:** [March 1, 1976] **Age at Issue:** [35]

[Annuitant: [JANE DOE] **Date of Birth:** [June 10, 1976] **Age at Issue:** [34]]

Beneficiary: As named by You

Initial Purchase Payment: [\$10,000.00]

Purchase Payment Age Limit: [Prior to the 86th birthday]

Minimum Subsequent Purchase Payment: [\$500]

Fixed Account Options – Minimum Guarantee Rate: [1.0% - 3.0%]

Minimum Partial Withdrawal Amount: [\$1,000]

Maximum Penalty-Free Withdrawal Percentage: [10%]

Minimum Systematic Withdrawal Amount: [\$100]

Minimum Amount Remaining After a Partial Withdrawal: [\$2,500]

Withdrawal Charge Schedule:

Number of Full Years Elapsed Between Purchase Payment Contribution And Date of Withdrawal	Withdrawal Charge as a Percentage of Withdrawn Purchase Payment
0	8%
1	7%
2	6%
3	5%
4+	0%

See Page 11 for Withdrawal Provisions.

CERTIFICATE DATA PAGE (Cont'd.)

Minimum Transfer Amount: [\$100]

Separate Account Charge (including guaranteed death benefit risk charge of [0.10%]):
Contract Years 1-4: [1.55%]
Contract Years 5 & Thereafter: [1.15%]

Annual Certificate Maintenance Fee: [\$50]

Transfer Fee: [\$25]

Earliest Annuity Date After Certificate Date: [Two years]

Latest Annuity Date: [1st day of the month following Age 95]

Separate Account: [Variable Separate Account]

Optional Elections: SunAmerica Income Plus	Optional Election Details: See Attached Endorsement ASE-6248
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CERTIFICATE DATA PAGE

Certificate Number: [P9999999999]

Certificate Date: [May 2, 2011]

Participant : [JOHN DOE] **Date of Birth:** [March 1, 1976] **Age at Issue:** [35]]

[Participant : [JANE DOE] **Date of Birth:** [June 10, 1976] **Age at Issue:** [34]]

Annuitant: [JOHN DOE] **Date of Birth:** [March 1, 1976] **Age at Issue:** [35]

[Annuitant: [JANE DOE] **Date of Birth:** [June 10, 1976] **Age at Issue:** [34]]

Beneficiary: As named by You

Initial Purchase Payment: [\$10,000.00]

Purchase Payment Age Limit: [Prior to the 86th birthday]

Minimum Subsequent Purchase Payment: [\$500]

Fixed Account Options – Minimum Guarantee Rate: [1.0% - 3.0%]

Minimum Partial Withdrawal Amount: [\$1,000]

Maximum Penalty-Free Withdrawal Percentage: [10%]

Minimum Systematic Withdrawal Amount: [\$100]

Minimum Amount Remaining After a Partial Withdrawal: [\$2,500]

Withdrawal Charge Schedule:

Number of Full Years Elapsed Between Purchase Payment Contribution And Date of Withdrawal	Withdrawal Charge as a Percentage of Withdrawn Purchase Payment
0	8%
1	7%
2	6%
3	5%
4	4%
5	3%
6	2%
7+	0%

See Page 11 for Withdrawal Provisions.

CERTIFICATE DATA PAGE (Cont'd.)

Minimum Transfer Amount: [\$100]

Separate Account Charge (including guaranteed death benefit risk charge of [0.10%]): [1.15%]

Annual Certificate Maintenance Fee: [\$50]

Transfer Fee: [\$25]

Earliest Annuity Date After Certificate Date: [Two years]

Latest Annuity Date: [1st day of the month following Age 95]

Separate Account: [Variable Separate Account]

Optional Elections:
SunAmerica Income Plus

Optional Election Details:
See Attached Endorsement ASE-6248

CERTIFICATE DATA PAGE

Certificate Number: [P9999999999]

Certificate Date: [May 2, 2011]

Participant: [JOHN DOE] **Date of Birth:** [March 1, 1976] **Age at Issue:** [35]

Participant: [JANE DOE] **Date of Birth:** [June 10, 1976] **Age at Issue:** [34]

Annuitant: [JOHN DOE] **Date of Birth:** [March 1, 1976] **Age at Issue:** [35]

Annuitant: [JANE DOE] **Date of Birth:** [June 10, 1976] **Age at Issue:** [34]

Beneficiary: As named by You

Initial Purchase Payment: [\$10,000.00]

Purchase Payment Age Limit: [Prior to the 86th birthday]

Minimum Subsequent Purchase Payment: [\$500]

Fixed Account Options – Minimum Guarantee Rate: [1.0% - 3.0%]

Minimum Partial Withdrawal Amount: [\$1,000]

Maximum Penalty-Free Withdrawal Percentage: [10%]

Minimum Systematic Withdrawal Amount: [\$100]

Minimum Amount Remaining After a Partial Withdrawal: [\$2,500]

Withdrawal Charge Schedule:

Number of Full Years Elapsed Between Purchase Payment Contribution And Date of Withdrawal	Withdrawal Charge as a Percentage of Withdrawn Purchase Payment
0	9%
1	8%
2	8%
3	7%
4	6%
5	5%
6	4%
7	3%
8	2%
9+	0%

See Page 11 for Withdrawal Provisions.

CERTIFICATE DATA PAGE (Cont'd.)

Minimum Transfer Amount: [\$100]

Separate Account Charge (including guaranteed death benefit risk charge of [0.10%]):

Contract Years 1-9: [1.55%]

Contract Years 10 & Thereafter: [1.15%]

Annual Certificate Maintenance Fee: [\$50]

Transfer Fee: [\$25]

Earliest Annuity Date After Certificate Date: [Two years]

Latest Annuity Date: [1st day of the month following Age 95]

Separate Account: [Variable Separate Account]

Optional Elections:
SunAmerica Income Plus

Optional Election Details:
See Attached Endorsement ASE-6248

SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY

OPTIONAL PAYMENT ENHANCEMENT ENDORSEMENT

Notwithstanding any provision in the Contract or Certificate (“Contract”) to the contrary, this Optional Payment Enhancement Endorsement (the “Endorsement”) becomes a part of the Contract to which it is attached. Should any provision in this Endorsement conflict with the Contract, the provisions of this Endorsement will prevail.

Subject to the terms and conditions set forth below, this Endorsement credits additional amounts to your Contract Value based on certain Purchase Payment(s) made to your Contract. This Endorsement may not be elected with other Endorsements containing different Withdrawal Charges or schedules.

DEFINITIONS

For purposes of this Endorsement, the following definitions apply. Terms not defined in this Endorsement shall have the same meaning given to them in the Contract.

CONTRACT ANNIVERSARY

Each consecutive one year period starting on the Contract Date.

PAYMENT ENHANCEMENT

A Payment Enhancement is an amount allocated to Your Contract Value by Us, and which is based on the amount of Your Purchase Payment as of the Purchase Payment Date. Payment Enhancements are not considered Purchase Payments.

PAYMENT ENHANCEMENT RATE

The applicable percentage of the Purchase Payment that is used to calculate the amount of Payment Enhancement to be allocated to Your Contract Value on the Purchase Payment Date.

PURCHASE PAYMENT DATE

The date on which a particular Purchase Payment is made.

PAYMENT ENHANCEMENT SCHEDULE

We will allocate applicable Payment Enhancements to Your Contract Value according to the following schedule:

Purchase Payment Date	Payment Enhancement Rate
[before 1 st Contract Anniversary]	[4.00%]
[On or after 1 st Contract Anniversary but before 2 nd Contract Anniversary]	[4.00%]
[On or after 2 nd Contract Anniversary but before 3 rd Contract Anniversary]	[4.00%]
[On or after 3 rd Contract Anniversary but before 4 th Contract Anniversary]	[4.00%]
[On or after 4 th Contract Anniversary]	[0.00%]

ALLOCATION OF PAYMENT ENHANCEMENTS

We will allocate any Payment Enhancement to available Variable Portfolio(s) and/or Fixed Account Option(s) in the same proportion as the Purchase Payment to which it applies is allocated.

PAYMENT ENHANCEMENT DEDUCTION

During the Right To Examine/Right To Cancel period, if You can cancel Your Contract and this Endorsement and if Your Contract requires:

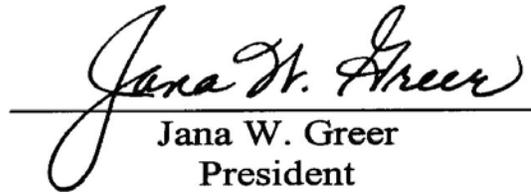
1. The return of Contract Value, We will refund the Contract Value as of the business day during which the Contract is received by Us reduced by the lesser of: (a) the value of all Payment Enhancements as of the date on which We receive Your request to cancel Your Contract; or (b) the value of all Payment Enhancements We allocated to Your Contract Value; or
2. The return of Purchase Payment(s), We will refund the Purchase Payment(s).

We reserve the right to allocate Your Payment Enhancement to a Variable Portfolio with a cash management objective until the end of the Right To Examine/Right To Cancel period.

Signed for the Company to be effective as of the Contract Date.



Mallery L. Reznik
Senior Vice President



Jana W. Greer
President