

SERFF Tracking Number: AMRP-127103431 State: Arkansas
Filing Company: American Republic Insurance Company State Tracking Number: 48364
Company Tracking Number: ROTH11
TOI: A05I Individual Annuities- Immediate Non- Sub-TOI: A05I.000 Annuities - Immediate Non-variable
Variable
Product Name: SPIA
Project Name/Number: SPIA/IRA11

Filing at a Glance

Company: American Republic Insurance Company

Product Name: SPIA

SERFF Tr Num: AMRP-127103431 State: Arkansas

TOI: A05I Individual Annuities- Immediate Non- Variable
SERFF Status: Closed-Approved- Closed
State Tr Num: 48364

Sub-TOI: A05I.000 Annuities - Immediate Non- variable
Co Tr Num: ROTH11 State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Susan Falk, Sarah Shives, Disposition Date: 04/01/2011

Jamie Mueller, Michele Kulish

Danielson, Colletta Maddy

Date Submitted: 03/29/2011

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: SPIA

Project Number: IRA11

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: Resubmission

Individual Market Type:

Filing Status Changed: 04/01/2011

State Status Changed: 04/01/2011

Created By: Colletta Maddy

Corresponding Filing Tracking Number:

Filing Description:

We are submitting forms IRA11 and Roth11 for your review and approval. These forms were previously filed under AMRP-126983859 and approved on January 20, 2011. However, these forms were never implemented. We are refiling these forms due to changes in the tax code.

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Previous Filing Number: AMRP-126983859

Overall Rate Impact:

Deemer Date:

Submitted By: Colletta Maddy

We hope these forms meet your approval. If you have any questions, please contact me at 1-800-641-0366, extension

SERFF Tracking Number: AMRP-127103431 State: Arkansas
 Filing Company: American Republic Insurance Company State Tracking Number: 48364
 Company Tracking Number: ROTH11
 TOI: A051 Individual Annuities- Immediate Non- Variable Sub-TOI: A051.000 Annuities - Immediate Non-variable
 Product Name: SPIA
 Project Name/Number: SPIA/IRA11
 4250, or at colletta.maddy@americanenterprise.com.

Sincerely,

Colletta Maddy
 Compliance Analyst

Company and Contact

Filing Contact Information

Colletta Maddy, colletta.maddy@americanenterprise.com
 601 6th Ave. 515-245-4250 [Phone]
 Des Moines, IA 50309

Filing Company Information

American Republic Insurance Company CoCode: 60836 State of Domicile: Iowa
 601 6th Ave Group Code: 3527 Company Type: Life Accident and Health Insurance
 Des Moines, IA 50309 Group Name: State ID Number:
 (800) 987-8988 ext. [Phone] FEIN Number: 42-0113630

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? No
 Fee Explanation: \$50 per form.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Republic Insurance Company	\$100.00	03/29/2011	46071556

SERFF Tracking Number: AMRP-127103431 State: Arkansas
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Company Tracking Number: ROTH11
TOI: A051 Individual Annuities- Immediate Non- Variable Sub-TOI: A051.000 Annuities - Immediate Non-variable
Product Name: SPIA
Project Name/Number: SPIA/IRA11

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	04/01/2011	04/01/2011

SERFF Tracking Number: AMRP-127103431 *State:* Arkansas
Filing Company: American Republic Insurance Company *State Tracking Number:* 48364
Company Tracking Number: ROTH11
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Variable
Product Name: SPIA
Project Name/Number: SPIA/IRA11

Disposition

Disposition Date: 04/01/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AMRP-127103431 *State:* Arkansas
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Company Tracking Number: ROTH11
TOI: A051 Individual Annuities- Immediate Non-Variable *Sub-TOI:* A051.000 Annuities - Immediate Non-variable
Product Name: SPIA
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	IRA Endorsement		Yes
Form	Roth IRA Endorsement		Yes

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 TOI: A051 Individual Annuities- Immediate Non- Variable Sub-TOI: A051.000 Annuities - Immediate Non-variable
 Product Name: SPIA
 Project Name/Number: SPIA/IRA11

Form Schedule

Lead Form Number: IRA11

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	IRA11	Policy/Cont IRA Endorsement ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: IRA11 Previous Filing #: AMRP-126983859	0.000	Regular IRA - - 3-28-11.pdf
	Roth11	Policy/Cont Roth IRA ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: Roth11 Previous Filing #: AMRP-126983859	0.000	Roth IRA 3- 28-11.pdf

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INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

The Policy (“Contract”) to which this Endorsement is attached is issued as an individual retirement annuity (“IRA”), as described in Section 408(b) of the Internal Revenue Code of 1986 and applicable regulations (the “Code”). All provisions of the Contract and accompanying Endorsements shall be interpreted in accordance with the requirements of Section 408(b) of the Code, or any successor provision. Notwithstanding any provision of the Contract or any rider of the Contract, where the provisions of this Endorsement are inconsistent with the provisions of the Contract or any rider of the Contract, the provisions of this Endorsement shall control. The Contract to which this Endorsement is attached is amended as follows:

Section 1. Owner and Annuitant

There can be only one Owner of the Contract. A Joint Owner cannot be named. Also, except as otherwise permitted under the Code and applicable regulations, no one can change the Owner or Annuitant under the Contract. While the Owner is alive, American Republic Insurance Company (“Company”) is required to make all distributions to the Owner. In addition, while alive the Owner will be the Annuitant.

Section 2. Joint Annuitant

If a Joint Annuitant is named in this Contract, the Joint Annuitant also must be the beneficiary. If this is an inherited IRA within the meaning of Section 408(d)(3)(C) of the Code maintained for the benefit of a designated beneficiary of a deceased individual, references in the this document to the "Owner" are to the deceased individual. While the Joint Annuitant is alive, all payments made under a joint and survivor payment plan must be made to the surviving Joint Annuitant.

Section 3. Nontransferable and Nonforfeitable

The Contract is established for the exclusive benefit of the Owner and his or her beneficiaries. The interest of the Owner in this Contract is nontransferable and nonforfeitable. The Contract may not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the

performance of an obligation or for any other purpose to any person or entity other than to the Company.

Section 4. Payment of Premium

- (a) The single Premium Payment under the Contract must be in the form of a rollover contribution (as permitted by Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16) of the Code), or through a nontaxable transfer from an individual retirement account under Section 408(a) of the Code, or through another IRA under Section 408(b) of the Code. If this is an inherited IRA within the meaning of Section 408(d)(3)(C) of the Code, no contributions will be accepted except to the extent permitted under the Code.
- (b) SIMPLE IRA Limits. No transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in connection with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.
- (c) We will apply any refund of premiums toward the purchase of additional benefits before the close of the calendar year following the year of the refund.

Section 5. Required Distributions Generally

Notwithstanding any provision of this IRA to the contrary, the distribution of the Owner's interest in the IRA shall be made in accordance with the requirements of Code Section 408(b)(3), and the regulations thereunder, the provisions of which are incorporated herein by this reference. Distributions will be made in the form of an annuity on an irrevocable basis, except for acceleration.

The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

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

Section 6. Required Beginning Date

As used in this Endorsement, the term "required beginning date" means the annuity commencement date or such other later date provided by law. For purposes of Sections 7 and 8 below, required distributions are considered to begin on the individual's required beginning date. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

If the sole designated beneficiary is the individual's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse fails to take required distributions as a beneficiary.

Section 7. Distributions During Owner's Life

The Owner's entire interest in the Contract shall be distributed no later than the required beginning date, or begin to be distributed beginning no later than the required beginning date, over (a) the life of the Owner, or the lives of the Owner and his or her designated beneficiary (within the meaning of Section 401(a)(9) of the Code), or (b) a period certain not extending beyond the life expectancy of the Owner, or the joint and last survivor expectancy of the Owner and his or her designated beneficiary. Payments must be made in periodic installments at intervals of no longer than one year and must be either non-increasing or they may increase only as provided in Q&A-1 and -4 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6. If this is an inherited IRA within the meaning of Section 408(d)(3)(C) of the Code, this paragraph and the following two paragraphs below do not apply.

The distribution periods described in the preceding paragraph cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations.

The first required payment can be made as late as April 1st of the year following the year the individual attains the age of 70½ and must be the payment that is required for one payment interval. The second payment doesn't need to be made until the end of the next payment interval.

Section 8. Distributions After the Owner's Death

- (a) Death On or After Required Distributions Begin. Unless otherwise allowed under applicable law, if the Owner dies on or after required distributions begin, any remaining portion of the Owner's interest will be distributed pursuant to the Contract option selected.
- (b) Death Before Required Distributions Begin. If the Owner dies before required distributions begin, his or her entire interest will be distributed at least as quickly as follows:
 - i. If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death or, if elected, in accordance with paragraph (b)(iii) below. If this is an inherited IRA within the meaning of Section 408(d)(3)(C) of the Code established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Section 402(c)(11) of the Code, then, notwithstanding any election made by the deceased individual pursuant to the preceding

sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(i) if the transfer is made no later than the end of the year following the year of death.

- ii. If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life expectancy or, if elected, in accordance with paragraph (b)(iii) below. If the surviving spouse dies before distributions are required to begin to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse or, if elected, will be distributed in accordance with paragraph (b)(iii) below. If the surviving spouse dies after required distributions have begun to be paid to him or her, any remaining interest will continue to be distributed under the Contract option selected.
 - iii. If there is no designated beneficiary, or if elected as allowed under paragraph (b)(i) or (b)(ii) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(ii) above).
- (c) Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(i) or (b)(ii) and reduced by one for each subsequent year.
- (d) If the designated beneficiary is someone other than the Owner's spouse, the Owner may make the election of distributions in accordance with paragraph (b)(iii) above (as provided for in paragraph (b)(i) above) unavailable to the designated beneficiary. If the Owner makes this election in a manner acceptable to the Company, the designated beneficiary cannot elect to receive distributions in accordance with paragraph (b)(iii).

Section 9. Payment Plans

All payment plans under the Contract must meet the requirements of Section 408(b) of the Code and all applicable regulations. The provisions of this Endorsement addressing requirements of Code Sections 401(a)(9) and 408(b) override any optional payment plan inconsistent with such requirements.

If a guaranteed period of payments is selected under an optional payment plan, the length of the period must not exceed the applicable maximum period under Q&As-3 and -10 of Section 1.401(a)(9)-6 of the Income Tax Regulations.

Section 10. Annual Reports

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

Section 11. Code Requirements

The provisions of this Endorsement are intended to comply with the requirements of the Code and applicable regulations for IRAs under Section 408(b) of the Code. We reserve the right to amend the Contract and this Endorsement from time to time, without the Owner's consent, when such amendment is necessary to ensure continued qualification of this Contract as an IRA under Section 408(b) of the Code (and any successor provision) as in effect from time to time. The Owner has the right to refuse to accept any such amendment. However, We shall not be held liable for any tax consequences the Owner incurs as a result of such refusal.

Signed for American Republic Insurance Company,

[*Michael E Abbott*]
President

[*Mary K Durand*]
Secretary

AMERICAN REPUBLIC

INSURANCE COMPANY

601 6th Avenue, Des Moines, Iowa 50309

Mailing Address: [P.O. Box 9101, Des Moines, Iowa 50306-9101]

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IMMEDIATE INDIVIDUAL ROTH IRA ANNUITY ENDORSEMENT

The Policy (“Contract”) to which this Endorsement is attached is issued as a Roth individual retirement annuity (“Roth IRA”), as described in Section 408A of the Internal Revenue Code of 1986 and applicable regulations (the “Code”). All provisions of the Contract and accompanying Endorsements shall be interpreted in accordance with the requirements of the Code applicable to Roth IRAs. Notwithstanding any provision of the Contract or any rider of the Contract, where the provisions of this Endorsement are inconsistent with the provisions of the Contract or any rider of the Contract, the provisions of this Endorsement shall control. The Contract to which this Endorsement is attached is amended as follows:

Section 1. Owner

There can be only one Owner of the Contract. A Joint Owner cannot be named. Also, except as otherwise permitted under the Code and applicable regulations, no one can change the Owner under this Contract to a different Owner. While the Owner is alive, American Republic Insurance Company (“Company”) is required to make all distributions to the Owner.

Section 2. Nontransferable and Nonforfeitable

The Contract is established for the exclusive benefit of the Owner and his or her beneficiaries. If this is an inherited IRA within the meaning of Section 408(d)(3)(C) of the Code maintained for the benefit of a designated beneficiary of a deceased individual, references in this document to the "Owner" are to the deceased individual. The interest of the Owner in this Contract is nontransferable and nonforfeitable. The Contract may not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person or entity other than to the Company.

Section 3. Payment of Premium

- (a) **Maximum Permissible Amount.** The single premium payment under the Contract must be in the form of a qualified rollover contribution. A "qualified rollover contribution" is a rollover contribution of a distribution from an eligible retirement plan described in Section 402(c)(8)(B) of the Code. If the distribution is from an IRA, the rollover must meet the requirements of Section 408(d)(3) of the Code, except the one-rollover-per-year rule of

Section 408(d)(3)(B) of the Code does not apply if the distribution is from an IRA other than a Roth IRA (a "non-Roth IRA"). If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of Section 402(c), 402(e)(6), 403(A)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16) of the Code, as applicable. A qualified rollover contribution also includes: (i) all or part of a military gratuity or servicemembers' group life insurance ("SGLI") payment may be contributed if the contribution is made within 1 year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under Section 408(d)(3)(B) and (ii) all or part of an airline payment (as defined in Section 125 of the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), Pub. L. 110-458) received by certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment. If this is an inherited IRA within the meaning of Section 408(d)(3)(C) of the Code, no contributions will be accepted except to the extent permitted under the Code. Contributions may be limited under (b) below.

- (b) SIMPLE IRA Limits. No transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in connection with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.
- (c) Any refund of premiums, other than those attributable to excess contributions, will be applied toward the purchase of additional benefits before the close of the calendar year following the year of the refund.
- (d) No premiums or contributions will be accepted after the Effective Date specified in the Contract.

Section 4. Required Distributions Generally

Notwithstanding any provision of this Roth-IRA to the contrary, the distribution of the Owner's interest in the IRA shall be made in accordance with the requirements of Code Section 408(b)(3), as modified by Section 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. Distributions will be made in the form of an annuity on an irrevocable basis, except for acceleration.

The "interest" in the IRA includes the amount of any outstanding rollover and transfer under Q&A-7 and -8 of Section 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

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

Section 5. Distributions During Owner's Life

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

Section 6. Distributions After the Owner's Death

- (a) Upon the death of the Owner, his or her entire interest will be distributed at least as quickly as follows:
- i. If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death or, if elected, in accordance with paragraph (a)(iii) below. If this is an inherited IRA within the meaning of Section 408(d)(3)(C) of the Code established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Section 402(c)(11) of the Code, then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (a)(i) if the transfer is made no later than the end of the year following the year of death.
 - ii. If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life expectancy or, if elected, in accordance with paragraph (a)(iii) below. If the surviving spouse dies before distributions are required to begin to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse or, if elected, will be distributed in accordance with paragraph (a)(iii) below. If the surviving spouse dies after required distributions have begun to be paid to him or her, any remaining interest will continue to be distributed under the Contract option selected.
 - iii. If there is no designated beneficiary, or if elected as allowed under paragraph (a)(i) or (a)(ii) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (a)(ii) above).
- (b) Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the

year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (a)(i) or (a)(ii) and reduced by one for each subsequent year.

- (c) For purposes of paragraph (a)(ii) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (d) If the sole designated beneficiary is the individual's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.
- (e) For purposes of paragraph (a)(ii) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

Section 7. Payment Plans

All payment plans under the Contract must meet the requirements applicable to Roth IRAs under the Code. The provisions of this Endorsement addressing requirements applicable to Roth IRAs override any payment plan inconsistent with such requirements.

If a guaranteed period of payments is selected under a payment plan, the length of the period must not exceed the applicable maximum period under Q&As-3 and -10 of Section 1.401(a)(9)-6 of the Income Tax Regulations.

Section 8. Annual Reports

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

Section 9. Code Requirements

The provisions of this Endorsement are intended to comply with the requirements applicable to Roth IRAs. We reserve the right to amend the Contract and this Endorsement from time to time, without the Owner's consent, when such amendment is necessary to ensure continued compliance with Section 408A of the Code (and any successor provision) as in effect from time to time. The Owner has the right to refuse to accept any such amendment. However, the

Company shall not be held liable for any tax consequences the Owner incurs as a result of such refusal.

Signed for American Republic Insurance Company,

[*Michael E Abbott*]
President

[*Mary K Durand*]
Secretary