

SERFF Tracking Number: SALA-127631513 State: Arkansas  
Filing Company: SunAmerica Annuity and Life Assurance State Tracking Number: 49816  
Company  
Company Tracking Number: ASE-6171 (12/10), ET AL  
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium  
Variable and Variable  
Product Name: IRA ENDORSEMENTS  
Project Name/Number: /

## Filing at a Glance

Company: SunAmerica Annuity and Life Assurance Company

Product Name: IRA ENDORSEMENTS SERFF Tr Num: SALA-127631513 State: Arkansas  
TOI: A02.1G Group Annuities - Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 49816  
Variable and Variable Closed  
Sub-TOI: A02.1G.002 Flexible Premium Co Tr Num: ASE-6171 (12/10), ET State Status: Approved-Closed  
AL

Filing Type: Form

Reviewer(s): Linda Bird  
Authors: Tina Smith, Aly Lopez Disposition Date: 09/21/2011  
Date Submitted: 09/16/2011 Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval  
State Filing Description:

Implementation Date:

## General Information

Project Name:  
Project Number:  
Requested Filing Mode: Informational

Status of Filing in Domicile: Authorized  
Date Approved in Domicile:  
Domicile Status Comments: Domiciliary state,  
Arizona, exempts this filing per ARS 20-1110.F  
and R20-6-218.

Explanation for Combination/Other:  
Submission Type: New Submission  
Group Market Type: Discretionary  
Filing Status Changed: 09/21/2011  
State Status Changed: 09/21/2011

Market Type: Group  
Group Market Size: Small and Large  
Overall Rate Impact:

Created By: Tina Smith  
Corresponding Filing Tracking Number:  
Filing Description:

Deemer Date:  
Submitted By: Tina Smith

We are submitting the above referenced qualified plan IRA Endorsement forms for your information due to recently published IRS modifications to IRAs. The IRS published a List of Required Modifications (LRMs) on June 7, 2010 thereby amending IRA Endorsements for use with IRAs. The submitted qualified plan endorsements were approved by the IRS on 8/22/2011.

<i>SERFF Tracking Number:</i>	<i>SALA-127631513</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>SunAmerica Annuity and Life Assurance</i>	<i>State Tracking Number:</i>	<i>49816</i>
	<i>Company</i>		
<i>Company Tracking Number:</i>	<i>ASE-6171 (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>IRA ENDORSEMENTS</i>		
<i>Project Name/Number:</i>	<i>/</i>		

The submitted IRA endorsements will replace their corresponding IRA forms ANE-6171 (4/02), ANE-6172 (4/02) and ANE-6173 (4/02) approved/filed by your Department on 1/18/2011.

Our Domiciliary state, Arizona, exempts this filing per ARS 20-1110.F and R20-6-218.

We have provided you with redline and clean versions of each of the endorsement forms for ease in locating the changes. We certify that other than the changes noted on the redline versions, all other information on the forms remain the same as the approved versions. The mentioned forms will be used with approved variable annuity contracts/certificate when appropriate.

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.

## Company and Contact

### Filing Contact Information

Tina Smith, Contract Analyst III	tsmith@sunamerica.com
1999 Ave of the Stars	800-871-2000 [Phone] 6209 [Ext]
37th Floor	310-772-6569 [FAX]
Los Angeles, CA 90067	

### 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]		

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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$150.00



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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	09/21/2011	09/21/2011

*SERFF Tracking Number:* SALA-127631513      *State:* Arkansas  
*Filing Company:* SunAmerica Annuity and Life Assurance      *State Tracking Number:* 49816  
*Company*  
*Company Tracking Number:* ASE-6171 (12/10), ET AL  
*TOI:* A02.1G Group Annuities - Deferred Non-      *Sub-TOI:* A02.1G.002 Flexible Premium  
*Variable and Variable*  
*Product Name:* IRA ENDORSEMENTS  
*Project Name/Number:* /

## **Disposition**

Disposition Date: 09/21/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SALA-127631513 State: Arkansas  
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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
Supporting Document	Certification		Yes
Supporting Document	Redline Version		Yes
Form	Individual Retirement Annuity		Yes
	Endorsement		
Form	Roth Individual Retirement Annuity		Yes
Form	Individual Retirement Annuity		Yes

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## Form Schedule

### Lead Form Number: ASE-6171 (12/10)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	ASE-6171 (12/10)	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Individual Retirement Annuity Endorsement	Initial		51.900	ASE-6171 12-2010 .pdf
	ASE-6172 (12/10)	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Roth Individual Retirement Annuity	Initial		51.400	ASE-6172 Roth_Endors ement_2011C LEAN .pdf
	ASE-6173 (12/10)	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Individual Retirement Annuity	Initial		51.900	ASE-6173 CLEAN 12-2010 .pdf

## SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY

### INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This Endorsement amends the Contract or Certificate (“Contract”) to which it is attached so that it may qualify as an Individual Retirement Annuity (IRA) under Section 408(b) of the Internal Revenue Code (Code) and the Regulations under that Section. The endorsement may be amended from time to time to comply with changes in the Internal Revenue Code. The Owner or Participant (“Owner”) has the right to refuse to accept any such amendment; however, We shall not be held liable for any tax consequences incurred by the Owner as a result of such refusal. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. The effective date of this Endorsement is the Contract Date shown on the Contract Data Page. The Contract is amended as follows:

1. The Owner, Annuitant and Payee shall be the same individual. The Owner, Annuitant and Payee cannot be changed, except as otherwise permitted under the Code and applicable regulations. All distributions made while the Owner is alive must be made to the Owner.
2. The interest of the Owner under this Contract shall be nonforfeitable except as provided by law.
3. This Contract may not be sold, assigned, discounted, pledged as collateral for a loan or as security for the performance of any obligation or for any other purpose, or otherwise transferred (other than a transfer incident to a divorce or separation instrument in accordance with Section 408(d)(6) of the Code) to any person other than to the Company.
4. This Contract is established for the exclusive benefit of the Owner and his or her Beneficiary(ies). If this is an inherited IRA within the meaning of Code § 408(d) (3) (C) maintained for the benefit of a designated beneficiary of a deceased Owner, references in this Endorsement to the “Owner” are to the deceased Owner.
5. Purchase Payment(s) are flexible. You may change the amounts, frequency and/or timing of Purchase Payments.
6. (a) Except in the case of a rollover contribution (as permitted by Code §§ 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in § 408(k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed

\$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 219(b)(5)(D). Such adjustments will be in multiples of \$500.

(b) In the case of an individual who is age 50 or older, the annual cash contribution limit is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.

(c) In addition to the amounts described in paragraphs (a) and (b) above, an individual may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation..

(d) In addition to the amounts described in paragraphs (a) and (c) above, an individual who was a participant in a § 401(k) plan of a certain employer in bankruptcy described in Code § 219 (b) (5) (C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only.

An individual who makes contributions under this paragraph (d) may not also make contributions under paragraph (b).

(e) No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to § 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.

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

7. Any refund of premiums (other than those attributable to excess contributions) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future premiums or the purchase of additional benefits.

8. (a) 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 § 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under section 9 (c)) must satisfy the requirements of Code § 408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and section 9 .

(b) The entire interest of the Owner for whose benefit the Contract is maintained will commence to be distributed no later than the first day of April following the calendar year in which such Owner attains age 70½ (the "required beginning date") over: (a) the life of such individual or the lives of such individual and his or her designated beneficiary or (b) a period certain not extending beyond the life expectancy of such individual or the joint and last survivor expectancy of such individual and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of § 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of § 1.401(a)(9)-6. If this is an inherited IRA within the meaning of § 408(d) (3) (C), this paragraph and paragraphs (c) and (d) below do not apply.

(c) The distribution periods described in paragraph (b) above cannot exceed the periods specified in § 1.401(a)(9)-6 of the Income Tax Regulations.

(d) The first required payment can be made as late as April 1 of the year following the year the individual attains age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

9. Unless otherwise permitted under applicable law, upon the death of the Owner:

(a) **Death On or After Required Distributions Commence.** If the Owner dies on or after required distributions commence, the remaining portion of his or her interest will continue to be distributed under the Contract option chosen.

(b) **Death Before Required Distributions Commence.** If the Owner dies before required distributions commence, his or her entire interest will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the 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)(3) below.

If this is an inherited IRA within the meaning of Code § 408 (d) (3) (C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under § 402 (c) (11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b) (1) if the transfer is made no later than the end of the year following the year of death.

(2) If the 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)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.

(3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the 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)(2) above).

(4) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.

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

(d) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of § 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

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

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

10. The Company shall furnish annual calendar year reports concerning the status of the annuity and such information concerning minimum required distributions as is prescribed by the Commissioner of Internal Revenue.
11. Except to the extent Treasury regulations allow Us to offer additional Annuity Payment Options that are acceptable to Us, only the Annuity Payment Options as described in the Contract shall be offered unless We consent to the use of an additional option.

Any additional Annuity Payment Option under the Contract must meet the requirements of section 408(b) of the Code and applicable regulations. The provisions of this Endorsement reflecting the requirements of Code Sections 401(a)(9) and 408(b) override any additional Annuity Payment Option inconsistent with such requirements.

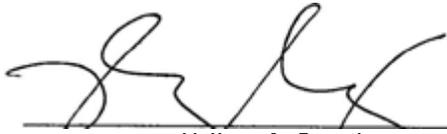
If a guaranteed or specified period of payments is chosen under an Annuity Payment Option, the length of the period must not exceed the shorter of (1) the Owner's life expectancy, or if a designated second person is named, the joint and last survivor expectancy of the Owner and the designated second person, and (2) the applicable maximum period under Section 1.401(a)(9)-2 of the Income Tax Regulations.

12. If you return the Contract within 10 days after the Contract Date, the Company will refund the amount of your Purchase Payments, without adjustment for such items as sales commissions, administrative expenses, and fluctuation in market value for the Valuation Period in which the Contract is received. We reserve the right to allocate your Purchase Payment(s) to the Cash Management Subaccount or the Money Market Portfolio, whichever is applicable, until the end of the Right to Examine period. Thereafter, allocations will be made as You have specified and/or shown on the Contract Data Page.
13. 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. The Company reserves the right to amend the Contract and this Endorsement from time to time when such amendment is necessary to assure continued qualification of the 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 incurred by the Owner as a result of such refusal.
14. In the absence of federal legislative action, one or more of the provisions of the Code that are reflected in this Endorsement will automatically expire on January 1, 2011. In the event of such automatic expiration, such provisions shall cease to apply under this Endorsement.

All other terms and conditions of the Contract remain unchanged.

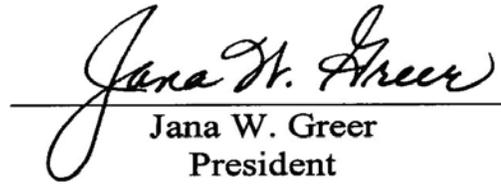
Signed for the Company to be effective on the Contract Date.

**SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY**



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Mallery L. Reznik  
Senior Vice President



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Jana W. Greer  
President

## SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY

### ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This Endorsement amends the Contract or Certificate ("Contract") to which it is attached so that it may qualify as a Roth Individual Retirement Annuity ("IRA") under Section 408(A) of the Internal Revenue Code ("Code") and Regulations under that Section. The Endorsement may be amended from time to time to comply with changes in the Internal Revenue Code. The Owner or Participant ("Individual") has the right to refuse to accept any such amendment; however, We shall not be held liable for any tax consequences incurred by the Individual as a result of such refusal. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. The Contract is amended as follows:

1. **EXCLUSIVE BENEFIT.** The Contract is established for the exclusive benefit of the Individual or his/her beneficiaries. The Individual's interest in the Contract is nonforfeitable and nontransferable. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased Owner, references in this document to the "Owner" are to the deceased Owner.
2. (a) **MAXIMUM PERMISSIBLE AMOUNT.** Except in the case of a qualified rollover contribution (as defined in (g) below) or a recharacterization (as defined in (f) below), no contribution will be accepted unless it is in cash and the total of such contributions to all the Individual's Roth IRAs for a taxable year does not exceed the applicable amount (as defined in (b) below), or the Individual's compensation (as defined in (i) below), if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the Individual's compensation is referred to as a "regular contribution." However, notwithstanding the preceding limits on contributions, an individual may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation, Contributions may be limited under (c) through (e) below.
  - (b) **APPLICABLE AMOUNT.** The applicable amount is determined below:
    - (i) If the Individual is under age 50, the applicable amount is \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the \$5,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 219(b)(5)(D). Such adjustments will be in multiples of \$500.
    - (ii) If the Individual is 50 or older, the applicable amount under paragraph (i) above is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
    - (iii) If the Individual was a participant in a § 401(k) plan of a certain employer in bankruptcy described in Code § 219(b)(5)(C), then the applicable amount under paragraph (i) above is increased by \$3,000 for taxable years beginning after 2006 and before 2010 only. An Individual who makes contributions under this paragraph (iii) may not also make contributions under paragraph (ii).
  - (c) **REGULAR CONTRIBUTION LIMIT.** If (i) and/or (ii) below apply, the maximum regular contribution that can be made to all the Individual's Roth IRAs for a taxable year is the smaller amount determined under (i) or (ii).

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

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

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

(ii) If the Individual makes regular contributions to both Roth and non-Roth IRAs for a taxable year, the maximum regular contribution that can be made to all the Individual's Roth IRAs for that taxable year is reduced by the regular contributions made to the Individual's non-Roth IRAs for the taxable year.

(d) SIMPLE IRA LIMITS. No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to § 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Individual first participated in that employer's SIMPLE IRA plan.

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

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

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

(i) All or part of a military death gratuity or 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 § 408 (d) (3) (B).

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

- (i) **COMPENSATION.** For purposes of (a) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in § 401(c)(2) (reduced by the deduction the self-employed Individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, § 401(c)(2) shall be applied as if the term trade or business for purposes of § 1402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to § 112). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the Individual's gross income under § 71 with respect to a divorce or separation instrument described in subparagraph (A) of § 71(b)(2). In the case of a married Individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making an IRA contribution. The term "compensation" also includes any differential wage payments as defined in § 3401(h)(2).
3. No amount is required to be distributed prior to the death of the Individual for whose benefit the contract was originally established. If this is an inherited IRA within the meaning of Code § 408 (d) (3) (C), this paragraph does not apply.
4. (a) Notwithstanding any provision of this IRA to the contrary, the distribution of the Individual's interest in the IRA shall be made in accordance with the requirements of Code § 408(b)(3), as modified by § 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under section 4c must satisfy the requirements of Code § 408(a)(6), as modified by § 408A(c)(5), and the regulations thereunder, rather than the distribution rules in paragraphs (b), (c), (d) and (e) below.
- (b) Upon the death of the Individual, his or her entire interest will be distributed at least as rapidly as follows:
- (i) If the designated beneficiary is someone other than the Individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Individual's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Individual's death, or, if elected, in accordance with paragraph (b)(iii) below. If this is an inherited IRA within the meaning of Code § 408(d) (3) (C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to trustee transfer from a retirement plan of a deceased individual under § 402(c) (11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b) (i) if the transfer is made no later than the end of the year following the year of death.
- (ii) If the Individual's sole designated beneficiary is the Individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Individual's death (or by the end of the calendar year in which the Individual would have attained age 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 required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's

remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(iii) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.

(iii) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(i) or (b)(ii) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Individual's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(ii) above).

(iv) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(i) or (ii) and reduced by 1 for each subsequent year.

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

(d) For purposes of paragraph (b)(ii) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of § 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

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

(f) If 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 § 1.408-8 of the Income Tax Regulations.

5. The Contract does not require fixed contributions.

Any refund of premiums (other than those attributable to excess contributions) arising under the Contract will be applied before the close of the calendar year following the year of the refund as contributions toward the Contract.

6. The issuer of a Roth individual retirement annuity shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distribution as is prescribed by the Commissioner of the Internal Revenue.

7. The interest of the Individual is nonforfeitable.

8. This contract is nontransferable by the Individual.

9. In the absence of federal legislative action, one or more of the provisions of the Code that are reflected in this Endorsement will automatically expire on January 1, 2011. In the event of such automatic expiration, such provisions shall cease to apply under this Endorsement.

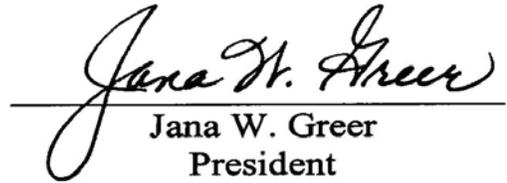
In the event of any conflict between the terms of this Contract and any sections of the Code applicable to Code Section 408A annuities, the Code will govern. The Company is not liable for any tax or tax penalties paid by any party resulting from failure to comply with the Code and any rulings, regulations, and requirements thereunder relating to this Contract. The Company may amend this Endorsement or the Contract to which it is attached at any time and from time to time to conform to applicable changes in the Code or state insurance laws, and any rulings, regulations, or requirements promulgated thereunder

All other terms and conditions of the Contract remain unchanged.

**SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY**



**Mallery L. Reznik**  
**Senior Vice President**



**Jana W. Greer**  
**President**

## SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY

### INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This Endorsement amends the Contract or Certificate (“Contract”) to which it is attached so that it may qualify as an Individual Retirement Annuity (IRA) under Section 408(b) of the Internal Revenue Code (Code) and the Regulations under that Section. The endorsement may be amended from time to time to comply with changes in the Internal Revenue Code. The Owner or Participant (“Owner”) has the right to refuse to accept any such amendment; however, We shall not be held liable for any tax consequences incurred by the Owner as a result of such refusal. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. The effective date of this Endorsement is the Contract Date shown on the Contract Data Page. The Contract is amended as follows:

1. The Owner, Annuitant and Payee shall be the same individual. The Owner, Annuitant and Payee cannot be changed, except as otherwise permitted under the Code and applicable regulations. All distributions made while the Owner is alive must be made to the Owner.
2. The interest of the Owner under this Contract shall be nonforfeitable except as provided by law.
3. This Contract may not be sold, assigned, discounted, pledged as collateral for a loan or as security for the performance of any obligation or for any other purpose, or otherwise transferred (other than a transfer incident to a divorce or separation instrument in accordance with Section 408(d)(6) of the Code) to any person other than to the Company.
4. This Contract is established for the exclusive benefit of the Owner and his or her Beneficiary(ies). If this is an inherited IRA within the meaning of Code § 408(d) (3) (C) maintained for the benefit of a designated beneficiary of a deceased Owner, references in this Endorsement to the “Owner” are to the deceased Owner.
5. Purchase Payment(s) are flexible. You may change the amounts, frequency and/or timing of Purchase Payments.
6. (a) Except in the case of a rollover contribution (as permitted by Code §§ 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in § 408(k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed

\$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 219(b)(5)(D). Such adjustments will be in multiples of \$500.

(b) In the case of an individual who is age 50 or older, the annual cash contribution limit is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.

(c) In addition to the amounts described in paragraphs (a) and (b) above, an individual may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation..

(d) In addition to the amounts described in paragraphs (a) and (c) above, an individual who was a participant in a § 401(k) plan of a certain employer in bankruptcy described in Code § 219 (b) (5) (C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only.

An individual who makes contributions under this paragraph (d) may not also make contributions under paragraph (b).

(e) No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to § 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.

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

7. Any refund of premiums (other than those attributable to excess contributions) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future premiums or the purchase of additional benefits.

8. (a) 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 § 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under section 9 (c)) must satisfy the requirements of Code § 408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and section 9 .

(b) The entire interest of the Owner for whose benefit the Contract is maintained will commence to be distributed no later than the first day of April following the calendar year in which such Owner attains age 70½ (the "required beginning date") over: (a) the life of such individual or the lives of such individual and his or her designated beneficiary or (b) a period certain not extending beyond the life expectancy of such individual or the joint and last survivor expectancy of such individual and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of § 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of § 1.401(a)(9)-6. If this is an inherited IRA within the meaning of § 408(d) (3) (C), this paragraph and paragraphs (c) and (d) below do not apply.

(c) The distribution periods described in paragraph (b) above cannot exceed the periods specified in § 1.401(a)(9)-6 of the Income Tax Regulations.

(d) The first required payment can be made as late as April 1 of the year following the year the individual attains age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

9. Unless otherwise permitted under applicable law, upon the death of the Owner:

(a) **Death On or After Required Distributions Commence.** If the Owner dies on or after required distributions commence, the remaining portion of his or her interest will continue to be distributed under the Contract option chosen.

(b) **Death Before Required Distributions Commence.** If the Owner dies before required distributions commence, his or her entire interest will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the 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)(3) below.

If this is an inherited IRA within the meaning of Code § 408 (d) (3) (C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under § 402 (c) (11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b) (1) if the transfer is made no later than the end of the year following the year of death.

(2) If the 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)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.

(3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the 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)(2) above).

(4) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.

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

(d) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of § 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

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

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

10. The Company shall furnish annual calendar year reports concerning the status of the annuity and such information concerning minimum required distributions as is prescribed by the Commissioner of Internal Revenue.
11. The MISSTATEMENT OF AGE OR SEX section of the Contract is deleted and replaced by the following section entitled MISSTATEMENT OF AGE:

**MISSTATEMENT OF AGE**

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

12. The PROOF OF AGE, SEX OR SURVIVAL section of the Contract is deleted and replaced by the following section entitled PROOF OF AGE AND SURVIVAL.

**PROOF OF AGE AND SURVIVAL.** We may require satisfactory proof of correct age at anytime. If any payment under this Contract depends on the Annuitant being alive, we may require satisfactory proof of survival.

13. Except to the extent Treasury regulations allow Us to offer additional Annuity Payment Options that are acceptable to Us, only the Annuity Payment Options as described in the Contract shall be offered unless We consent to the use of an additional option.

Any additional Annuity Payment Option under the Contract must meet the requirements of section 408(b) of the Code and applicable regulations. The provisions of this Endorsement reflecting the requirements of Code Sections 401(a)(9) and 408(b) override any additional Annuity Payment Option inconsistent with such requirements.

If a guaranteed or specified period of payments is chosen under an Annuity Payment Option, the length of the period must not exceed the shorter of (1) the Owner’s life expectancy, or if a designated second person is named, the joint and last survivor expectancy of the Owner and the designated second person, and (2) the applicable maximum period under Section 1.401(a)(9)-2 of the Income Tax Regulations.

14. If you return the Contract within 10 days after the Contract Date, the Company will refund the amount of your Purchase Payments, without adjustment for such items as sales commissions, administrative expenses, and fluctuation in market value for the Valuation Period in which the Contract is received. We reserve the right to allocate your Purchase Payment(s) to the Cash Management Subaccount or the Money Market Portfolio, whichever is applicable, until the end of the Right to Examine period. Thereafter, allocations will be made as You have specified and/or shown on the Contract Data Page.

15. 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. The Company reserves the right to amend the Contract and this Endorsement from time to time when such amendment is necessary to assure continued qualification of the 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 incurred by the Owner as a result of such refusal.
16. In the absence of federal legislative action, one or more of the provisions of the Code that are reflected in this Endorsement will automatically expire on January 1, 2011. In the event of such automatic expiration, such provisions shall cease to apply under this Endorsement.
17. The tables in the Annuity Payment Options section of the Contract are deleted and replaced by the following:

#### **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	Option 4	Option 4
	Life Annuity	Life Annuity (w/120 payments guaranteed)	Life Annuity (w/240 payments guaranteed)
	Unisex	Unisex	Unisex
55	4.64	4.59	4.44
56	4.72	4.67	4.50
57	4.82	4.76	4.56
58	4.91	4.85	4.63
59	5.01	4.94	4.69
60	5.12	5.04	4.76
61	5.24	5.14	4.82
62	5.37	5.25	4.89
63	5.50	5.37	4.96
64	5.64	5.49	5.02
65	5.79	5.62	5.09
66	5.96	5.75	5.15
67	6.13	5.89	5.22
68	6.32	6.04	5.28
69	6.52	6.19	5.33
70	6.73	6.35	5.39
71	6.96	6.51	5.44
72	7.21	6.68	5.48
73	7.47	6.86	5.53
74	7.76	7.04	5.56
75	8.06	7.22	5.60
76	8.39	7.40	5.63
77	8.75	7.59	5.65
78	9.13	7.78	5.67
79	9.54	7.96	5.69
80	9.98	8.14	5.71
81	10.45	8.31	5.72
82	10.96	8.48	5.73
83	11.51	8.63	5.74
84	12.10	8.78	5.74
85	12.73	8.92	5.75

**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

<u>Annuitant</u>	<u>Age of Female Annuitant</u>						
	55	60	65	70	75	80	85
55	3.01	3.15	3.27	3.36	3.43	3.47	3.50
60	3.15	3.36	3.55	3.71	3.82	3.90	3.96
65	3.27	3.55	3.83	4.08	4.29	4.45	4.55
70	3.36	3.71	4.08	4.46	4.81	5.10	5.31
75	3.43	3.82	4.29	4.81	5.35	5.85	6.25
80	3.47	3.90	4.45	5.10	5.85	6.62	7.33
85	3.50	3.96	4.55	5.31	6.25	7.33	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 <u>Annuitant</u>	<u>Age of Female Annuitant</u>						
	55	60	65	70	75	80	85
55	3.01	3.15	3.27	3.36	3.42	3.46	3.48
60	3.15	3.36	3.54	3.70	3.81	3.89	3.93
65	3.27	3.54	3.82	4.07	4.27	4.41	4.49
70	3.36	3.70	4.07	4.44	4.77	5.02	5.18
75	3.42	3.81	4.27	4.77	5.26	5.67	5.96
80	3.46	3.89	4.41	5.02	5.67	6.28	6.73
85	3.48	3.93	4.49	5.18	5.96	6.73	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 <u>Annuitant</u>	<u>Age of Female Annuitant</u>						
	55	60	65	70	75	80	85
55	3.00	3.13	3.24	3.31	3.35	3.37	3.38
60	3.13	3.33	3.49	3.61	3.68	3.71	3.72
65	3.24	3.49	3.72	3.90	4.01	4.06	4.08
70	3.31	3.61	3.90	4.14	4.30	4.38	4.41
75	3.35	3.68	4.01	4.30	4.50	4.60	4.63
80	3.37	3.71	4.06	4.38	4.60	4.71	4.75
85	3.38	3.72	4.08	4.41	4.63	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 Payment</u>	<u>Number of Years</u>	<u>Monthly Payment</u>

			10	8.96	17	5.55	24	4.13
			<b>11</b>	8.21	<b>18</b>	5.27	<b>25</b>	3.99
5		17.28	<b>12</b>	7.58	<b>19</b>	5.03	<b>26</b>	3.86
	<b>6</b>	14.51	<b>13</b>	7.05	<b>20</b>	4.81	<b>27</b>	3.75
	<b>7</b>	12.53	<b>14</b>	6.59	<b>21</b>	4.62	<b>28</b>	3.64
	<b>8</b>	11.04	<b>15</b>	6.20	<b>22</b>	4.44	<b>29</b>	3.54
	<b>9</b>	9.89	<b>16</b>	5.85	<b>23</b>	4.28	<b>30</b>	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	Option 4v	Option 4v
	Life Annuity	Life Annuity (w/120 payments guaranteed)	Life Annuity (w/240 payments guaranteed)
	Unisex	Unisex	Unisex
55	3.53	3.50	3.38
56	3.61	3.58	3.44
57	3.71	3.67	3.51
58	3.80	3.76	3.58
59	3.91	3.85	3.65
60	4.02	3.96	3.72
61	4.13	4.06	3.79
62	4.26	4.18	3.87
63	4.39	4.30	3.94
64	4.53	4.42	4.01
65	4.69	4.55	4.08
66	4.85	4.69	4.15
67	5.02	4.83	4.22
68	5.20	4.98	4.29
69	5.40	5.14	4.35
70	5.61	5.31	4.41
71	5.84	5.48	4.47
72	6.08	5.65	4.52
73	6.34	5.83	4.56
74	6.62	6.02	4.61
75	6.92	6.21	4.64
76	7.24	6.40	4.67
77	7.59	6.59	4.70
78	7.96	6.79	4.73
79	8.37	6.98	4.74
80	8.80	7.17	4.76
81	9.27	7.35	4.77
82	9.77	7.53	4.79
83	10.31	7.69	4.79
84	10.88	7.85	4.80
85	11.50	8.00	4.81

**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>						
	<b>55</b>	<b>60</b>	<b>65</b>	<b>70</b>	<b>75</b>	<b>80</b>	<b>85</b>
<b>55</b>	4.09	4.22	4.34	4.44	4.51	4.56	4.59
<b>60</b>	4.22	4.42	4.60	4.76	4.89	4.98	5.04
<b>65</b>	4.34	4.60	4.87	5.12	5.34	5.51	5.62
<b>70</b>	4.44	4.76	5.12	5.49	5.85	6.15	6.37
<b>75</b>	4.51	4.89	5.34	5.85	6.38	6.89	7.30
<b>80</b>	4.56	4.98	5.51	6.15	6.89	7.66	8.38
<b>85</b>	4.59	5.04	5.62	6.37	7.30	8.38	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>						
	<b>55</b>	<b>60</b>	<b>65</b>	<b>70</b>	<b>75</b>	<b>80</b>	<b>85</b>
<b>55</b>	4.08	4.22	4.34	4.43	4.50	4.55	4.57
<b>60</b>	4.22	4.41	4.60	4.75	4.87	4.95	5.00
<b>65</b>	4.34	4.60	4.86	5.10	5.31	5.46	5.55
<b>70</b>	4.43	4.75	5.10	5.46	5.79	6.05	6.21
<b>75</b>	4.50	4.87	5.31	5.79	6.27	6.68	6.96
<b>80</b>	4.55	4.95	5.46	6.05	6.68	7.26	7.70
<b>85</b>	4.57	5.00	5.55	6.21	6.96	7.70	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>						
	<b>55</b>	<b>60</b>	<b>65</b>	<b>70</b>	<b>75</b>	<b>80</b>	<b>85</b>
<b>55</b>	4.07	4.20	4.30	4.37	4.42	4.43	4.44
<b>60</b>	4.20	4.38	4.53	4.65	4.71	4.74	4.76
<b>65</b>	4.30	4.53	4.74	4.91	5.02	5.07	5.09
<b>70</b>	4.37	4.65	4.91	5.14	5.28	5.36	5.38
<b>75</b>	4.42	4.71	5.02	5.28	5.46	5.56	5.59
<b>80</b>	4.43	4.74	5.07	5.36	5.56	5.66	5.70
<b>85</b>	4.44	4.76	5.09	5.38	5.59	5.70	5.74

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

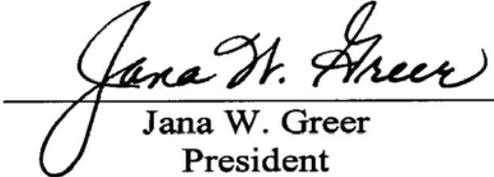
<b>Payments for a Specified Period</b>							
<b><u>Number of Years</u></b>	<b><u>Monthly Payment</u></b>	<b><u>Number of Years</u></b>	<b><u>Monthly Payment</u></b>	<b><u>Number of Years</u></b>	<b><u>Monthly Payment</u></b>	<b><u>Number of Years</u></b>	<b><u>Monthly Payment</u></b>
		10	9.83	17	6.47	24	5.09
		11	9.09	18	6.20	25	4.96
5	18.12	12	8.46	19	5.97	26	4.84
6	15.35	13	7.94	20	5.75	27	4.73
7	13.38	14	7.49	21	5.56	28	4.63
8	11.90	15	7.10	22	5.39	29	4.53
9	10.75	16	6.76	23	5.24	30	4.45

All other terms and conditions of the Contract remain unchanged.

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-127631513 State: Arkansas  
 Filing Company: SunAmerica Annuity and Life Assurance State Tracking Number: 49816  
 Company Tracking Number: ASE-6171 (12/10), ET AL  
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium  
 Variable and Variable  
 Product Name: IRA ENDORSEMENTS  
 Project Name/Number: /

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification		
<b>Comments:</b>		
<b>Attachment:</b> AR Cert 19.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Application		
<b>Bypass Reason:</b> Not applicable		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Life & Annuity - Acturial Memo		
<b>Bypass Reason:</b> Not applicable - IRA endorsements		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Certification		
<b>Comments:</b>		
<b>Attachment:</b> AR Cert.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Redline Version		
<b>Comments:</b>		

*SERFF Tracking Number:* SALA-127631513      *State:* Arkansas  
*Filing Company:* SunAmerica Annuity and Life Assurance      *State Tracking Number:* 49816  
*Company*  
*Company Tracking Number:* ASE-6171 (12/10), ET AL  
*TOI:* A02.1G Group Annuities - Deferred Non-      *Sub-TOI:* A02.1G.002 Flexible Premium  
*Variable and Variable*  
*Product Name:* IRA ENDORSEMENTS  
*Project Name/Number:* /

**Attachments:**

ASE-6171 RED 12-2010 .pdf  
ASE-6172 Roth\_Endorsement\_2011 RED .pdf  
ASE-6173 RED 12-2010 .pdf

**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):

**ASE-6171 (12/10); ASE-6172 (12/10); ASE-6173 (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.

9/14/2011

Date

  
Manda Ghaferi  
Assistant Vice President

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

**Certification of Compliance**

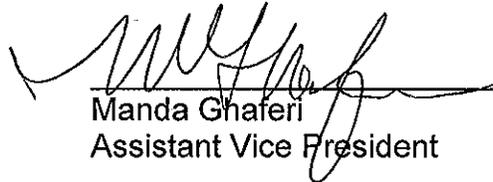
SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY does hereby certify that the following listed form(s):

Endorsement: ASE-6171 (12/10); ASE-6172 (12/10); ASE-6173 (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.

11/14/2011

Date

  
Manda Ghaferi  
Assistant Vice President

## SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY

### INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This Endorsement amends the Contract or Certificate (“Contract”) to which it is attached so that it may qualify as an Individual Retirement Annuity (IRA) under Section 408(b) of the Internal Revenue Code (Code) and the Regulations under that Section. The endorsement may be amended from time to time to comply with changes in the Internal Revenue Code. The Owner or Participant (“Owner”) has the right to refuse to accept any such amendment; however, We shall not be held liable for any tax consequences incurred by the Owner as a result of such refusal. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. The effective date of this Endorsement is the Contract Date shown on the Contract Data Page. The Contract is amended as follows:

1. The Owner, Annuitant and Payee shall be the same individual. The Owner, Annuitant and Payee cannot be changed, except as otherwise permitted under the Code and applicable regulations. All distributions made while the Owner is alive must be made to the Owner.
2. The interest of the Owner under this Contract shall be nonforfeitable except as provided by law.
3. This Contract may not be sold, assigned, discounted, pledged as collateral for a loan or as security for the performance of any obligation or for any other purpose, or otherwise transferred (other than a transfer incident to a divorce or separation instrument in accordance with Section 408(d)(6) of the Code) to any person other than to the Company.
4. This Contract is established for the exclusive benefit of the Owner and his or her Beneficiary(ies). If this is an inherited IRA within the meaning of Code § 408(d) (3) (C) maintained for the benefit of a designated beneficiary of a deceased Owner, references in this Endorsement to the “Owner” are to the deceased Owner.
5. Purchase Payment(s) are flexible. You may change the amounts, frequency and/or timing of Purchase Payments.
6. (a) Except in the case of a rollover contribution (as permitted by Code §§ 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in § 408(k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed:
  - (1) ~~\$3,000 for any taxable year beginning in 2002 through 2004;~~
  - (2) ~~\$4,000 for any taxable year beginning in 2005 through 2007; and~~
  - (3) \$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 219(b)(5)(D). Such adjustments will be in multiples of \$500.

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

- (1) ~~— \$500 for any taxable year beginning in 2002 through 2005; and~~
- (2) ~~— \$1,000 for any taxable year beginning in 2006 and years thereafter.~~

(c) In addition to the amounts described in paragraphs (a) and (b) above, an individual may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a

federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. ~~repayment of a qualified reservist distribution described in Code § 72 (t) (2) (G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.~~

(d) In addition to the amounts described in paragraphs (a) and (c) above, an individual who was a participant in a § 401(k) plan of a certain employer in bankruptcy described in Code § 219 (b) (5) (C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph (d) may not also make contributions under paragraph (b).

(e) No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to § 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.

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

7. Any refund of premiums (other than those attributable to excess contributions) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future premiums or the purchase of additional benefits.

8. (a) 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 § 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under section 9 (c)) must satisfy the requirements of Code § 408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and section 9 .

(b) The entire interest of the Owner for whose benefit the Contract is maintained will commence to be distributed no later than the first day of April following the calendar year in which such Owner attains age 70½ (the "required beginning date") over: (a) the life of such individual or the lives of such individual and his or her designated beneficiary or (b) a period certain not extending beyond the life expectancy of such individual or the joint and last survivor expectancy of such individual and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of § 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of § 1.401(a)(9)-6. If this is an inherited IRA within the meaning of § 408(d) (3) (C), this paragraph and paragraphs (c) and (d) below do not apply.

(c) The distribution periods described in paragraph (b) above cannot exceed the periods specified in § 1.401(a)(9)-6 of the Income Tax Regulations.

(d) The first required payment can be made as late as April 1 of the year following the year the individual attains age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

9. Unless otherwise permitted under applicable law, upon the death of the Owner:

(a) Death On or After Required Distributions Commence. If the Owner dies on or after required distributions commence, the remaining portion of his or her interest will continue to be distributed under the Contract option chosen.

(b) Death Before Required Distributions Commence. If the Owner dies before required distributions commence, his or her entire interest will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the 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)(3) below.

If this is an inherited IRA within the meaning of Code § 408 (d) (3) (C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under § 402 (c) (11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b) (1) if the transfer is made no later than the end of the year following the year of death.

(2) If the 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)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.

(3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the 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)(2) above).

(4) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.

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

(d) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of § 1.401(a)(9)-6 of the Income

Tax Regulations, then required distributions are considered to commence on the annuity starting date.

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

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

10. The Company shall furnish annual calendar year reports concerning the status of the annuity and such information concerning minimum required distributions as is prescribed by the Commissioner of Internal Revenue.
11. Except to the extent Treasury regulations allow Us to offer additional Annuity Payment Options that are acceptable to Us, only the Annuity Payment Options as described in the Contract shall be offered unless We consent to the use of an additional option.

Any additional Annuity Payment Option under the Contract must meet the requirements of section 408(b) of the Code and applicable regulations. The provisions of this Endorsement reflecting the requirements of Code Sections 401(a)(9) and 408(b) override any additional Annuity Payment Option inconsistent with such requirements.

If a guaranteed or specified period of payments is chosen under an Annuity Payment Option, the length of the period must not exceed the shorter of (1) the Owner's life expectancy, or if a designated second person is named, the joint and last survivor expectancy of the Owner and the designated second person, and (2) the applicable maximum period under Section 1.401(a)(9)-2 of the Income Tax Regulations.

12. If you return the Contract within 10 days after the Contract Date, the Company will refund the amount of your Purchase Payments, without adjustment for such items as sales commissions, administrative expenses, and fluctuation in market value for the Valuation Period in which the Contract is received. We reserve the right to allocate your Purchase Payment(s) to the Cash Management Subaccount or the Money Market Portfolio, whichever is applicable, until the end of the Right to Examine period. Thereafter, allocations will be made as You have specified and/or shown on the Contract Data Page.
13. 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. The Company reserves the right to amend the Contract and this Endorsement from time to time when such amendment is necessary to assure continued qualification of the 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 incurred by the Owner as a result of such refusal.
14. In the absence of federal legislative action, one or more of the provisions of the Code that are reflected in this Endorsement will automatically expire on January 1, 2011. In the event of such automatic expiration, such provisions shall cease to apply under this Endorsement.

All other terms and conditions of the Contract remain unchanged.

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

**SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY**



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Mallery L. Reznik  
Senior Vice President



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Jana W. Greer  
President

**SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY**  
**ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT**

This Endorsement amends the Contract or Certificate (“Contract”) to which it is attached so that it may qualify as a Roth Individual Retirement Annuity (“IRA”) under Section 408(A) of the Internal Revenue Code (“Code”) and Regulations under that Section. The Endorsement may be amended from time to time to comply with changes in the Internal Revenue Code. The Owner or Participant (“Individual”) has the right to refuse to accept any such amendment; however, We shall not be held liable for any tax consequences incurred by the Individual as a result of such refusal. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. The Contract is amended as follows:

1. **EXCLUSIVE BENEFIT.** The Contract is established for the exclusive benefit of the Individual or his/her beneficiaries. The Individual’s interest in the Contract is nonforfeitable and nontransferable. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased Owner, references in this document to the “Owner” are to the deceased Owner.

2. (a) **MAXIMUM PERMISSIBLE AMOUNT.** Except in the case of a qualified rollover contribution (as defined in (eg) below) or a recharacterization (as defined in (ef) below), no contribution will be accepted unless it is in cash and the total of such contributions to all the Individual's Roth IRAs for a taxable year does not exceed the applicable amount (as defined in (b) below), or the Individual's compensation (as defined in (i) below), if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the Individual's compensation is referred to as a "regular contribution." However, notwithstanding the preceding limits on contributions, an individual may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation, Contributions may be limited under (c) through (e) below.

(b) **APPLICABLE AMOUNT.** The applicable amount is determined below:

(i) If the Individual is under age 50, the applicable amount is \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the \$5,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 219(b)(5)(D). Such adjustments will be in multiples of \$500.

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

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

(c) **REGULAR CONTRIBUTION LIMIT.** If (i) and/or (ii) below apply, the maximum regular contribution that can be made to all the Individual's Roth IRAs for a taxable year is the smaller amount determined under (i) or (ii).

(i) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income (~~“modified AGI,” defined in (h) below~~) in accordance with the following table:

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

An individual’s modified adjusted gross income (“modified AGI”) for a taxable year is defined in Code § 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a qualified rollover contribution. If the Individual's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not

reduced below \$200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 408A(c)(3). Such adjustments will be in multiples of \$1,000.

(ii) If the Individual makes regular contributions to both Roth and non-Roth IRAs for a taxable year, the maximum regular contribution that can be made to all the Individual's Roth IRAs for that taxable year is reduced by the regular contributions made to the Individual's non-Roth IRAs for the taxable year.

~~(d) QUALIFIED ROLLOVER CONTRIBUTION LIMIT. A rollover from an eligible retirement plan other than a Roth IRA or a designated Roth account cannot be made to this IRA if, for the year the amount is distributed from the other plan, (i) the Individual is married and files a separate return, (ii) the Individual is not married and has modified AGI in excess of \$100,000 or (iii) the Individual is married and together the Individual and the Individual's spouse have modified AGI in excess of \$100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for a taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year. For taxable years beginning after 2009, the limits in this paragraph (d) do not apply to qualified rollover contributions.~~

~~(i) All or part of a military death 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 § 408(d)(3)(B).~~

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

(ed) SIMPLE IRA LIMITS. No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to § 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Individual first participated in that employer's SIMPLE IRA plan.

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

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

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

(i) All or part of a military death gratuity or 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 § 408(d)(3)(B).

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

~~(h) MODIFIED AGI. For purposes of (c) and (d) above, an Individual's modified AGI for a taxable year is defined in § 408A(e)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (a "conversion").~~

(i) COMPENSATION. For purposes of (a) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in § 401(c)(2) (reduced by the deduction the self-employed Individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, § 401(c)(2) shall be applied as if the term trade or business for purposes of § 1402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to § 112). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the Individual's gross income under § 71 with respect to a divorce or separation instrument described in subparagraph (A) of § 71(b)(2). In the case of a married Individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making an IRA contribution ~~to a Roth IRA or a deductible contribution to a non-Roth IRA~~. The term "compensation" also includes any differential wage payments as defined in § 3401(h)-(2).

3. No amount is required to be distributed prior to the death of the Individual for whose benefit the contract was originally established. If this is an inherited IRA within the meaning of Code § 408 (d) (3) (C), this paragraph does not apply.
4. (a) Notwithstanding any provision of this IRA to the contrary, the distribution of the Individual's interest in the IRA shall be made in accordance with the requirements of Code § 408(b)(3), as modified by § 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under section 4c must satisfy the requirements of Code § 408(a)(6), as modified by § 408A(c)(5), and the regulations thereunder, rather than the distribution rules in paragraphs (b), (c), (d) and (e) below.

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

(i) If the designated beneficiary is someone other than the Individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Individual's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Individual's death, or, if elected, in accordance with paragraph (b)(iii) below. If this is an inherited IRA within the meaning of Code § 408(d) (3) (C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to trustee transfer from a retirement plan of a deceased individual under § 402(c) (11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b) (i) if the transfer is made no later than the end of the year following the year of death.

(ii) If the Individual's sole designated beneficiary is the Individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Individual's death (or by the end of the calendar year in which the Individual would have attained age 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 required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(iii) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.

(iii) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(i) or (b)(ii) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Individual's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(ii) above).

(iv) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary,

such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(i) or (ii) and reduced by 1 for each subsequent year.

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

(d) For purposes of paragraph (b)(ii) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of § 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

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

(f) If 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 § 1.408-8 of the Income Tax Regulations.

5. The Contract does not require fixed contributions.

Any refund of premiums (other than those attributable to excess contributions) arising under the Contract will be applied before the close of the calendar year following the year of the refund as contributions toward the Contract.

6. The issuer of a Roth individual retirement annuity shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distribution as is prescribed by the Commissioner of the Internal Revenue.

7. The interest of the Individual is nonforfeitable.

8. This contract is nontransferable by the Individual.

7.9. In the absence of federal legislative action, one or more of the provisions of the Code that are reflected in this Endorsement will automatically expire on January 1, 2011. In the event of such automatic expiration, such provisions shall cease to apply under this Endorsement.

In the event of any conflict between the terms of this Contract and any sections of the Code applicable to Code Section 408A annuities, the Code will govern. The Company is not liable for any tax or tax penalties paid by any party resulting from failure to comply with the Code and any rulings, regulations, and requirements thereunder relating to this Contract. The Company may amend this Endorsement or the Contract to which it is attached at any time and from time to time to conform to applicable changes in the Code or state insurance laws, and any rulings, regulations, or requirements promulgated thereunder

All other terms and conditions of the Contract remain unchanged.

#### SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY



Mallary L. Reznik  
Senior Vice President



Jana W. Greer  
President

## SUNAMERICA ANNUITY AND LIFE ASSURANCE COMPANY

### INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This Endorsement amends the Contract or Certificate (“Contract”) to which it is attached so that it may qualify as an Individual Retirement Annuity (IRA) under Section 408(b) of the Internal Revenue Code (Code) and the Regulations under that Section. The endorsement may be amended from time to time to comply with changes in the Internal Revenue Code. The Owner or Participant (“Owner”) has the right to refuse to accept any such amendment; however, We shall not be held liable for any tax consequences incurred by the Owner as a result of such refusal. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. The effective date of this Endorsement is the Contract Date shown on the Contract Data Page. The Contract is amended as follows:

1. The Owner, Annuitant and Payee shall be the same individual. The Owner, Annuitant and Payee cannot be changed, except as otherwise permitted under the Code and applicable regulations. All distributions made while the Owner is alive must be made to the Owner.
2. The interest of the Owner under this Contract shall be nonforfeitable except as provided by law.
3. This Contract may not be sold, assigned, discounted, pledged as collateral for a loan or as security for the performance of any obligation or for any other purpose, or otherwise transferred (other than a transfer incident to a divorce or separation instrument in accordance with Section 408(d)(6) of the Code) to any person other than to the Company.
4. This Contract is established for the exclusive benefit of the Owner and his or her Beneficiary(ies). If this is an inherited IRA within the meaning of Code § 408(d) (3) (C) maintained for the benefit of a designated beneficiary of a deceased Owner, references in this Endorsement to the “Owner” are to the deceased Owner.
5. Purchase Payment(s) are flexible. You may change the amounts, frequency and/or timing of Purchase Payments.
6. (a) Except in the case of a rollover contribution (as permitted by Code §§ 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in § 408(k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed:
  - ~~(1)~~ \$3,000 for any taxable year beginning in 2002 through 2004;
  - ~~(2)~~ \$4,000 for any taxable year beginning in 2005 through 2007; and
  - ~~(3)~~ \$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 219(b)(5)(D). Such adjustments will be in multiples of \$500.

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

- ~~(1)~~ ~~\$500 for any taxable year beginning in 2002 through 2005; and~~
- ~~(2)~~ \$1,000 for any taxable year beginning in 2006 and years thereafter.

(c) In addition to the amounts described in paragraphs (a) and (b) above, an individual may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a

~~federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation, repayment of a qualified reservist distribution described in Code § 72 (t) (2) (G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.~~

(d) In addition to the amounts described in paragraphs (a) and (c) above, an individual who was a participant in a § 401(k) plan of a certain employer in bankruptcy described in Code § 219 (b) (5) (C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph (d) may not also make contributions under paragraph (b).

(e) No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to § 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.

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

7. Any refund of premiums (other than those attributable to excess contributions) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future premiums or the purchase of additional benefits.

8. (a) 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 § 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under section 9 (c)) must satisfy the requirements of Code § 408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and section 9 .

(b) The entire interest of the Owner for whose benefit the Contract is maintained will commence to be distributed no later than the first day of April following the calendar year in which such Owner attains age 70½ (the "required beginning date") over: (a) the life of such individual or the lives of such individual and his or her designated beneficiary or (b) a period certain not extending beyond the life expectancy of such individual or the joint and last survivor expectancy of such individual and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of § 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of § 1.401(a)(9)-6. If this is an inherited IRA within the meaning of § 408(d) (3) (C), this paragraph and paragraphs (c) and (d) below do not apply.

(c) The distribution periods described in paragraph (b) above cannot exceed the periods specified in § 1.401(a)(9)-6 of the Income Tax Regulations.

(d) The first required payment can be made as late as April 1 of the year following the year the individual attains age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

9. Unless otherwise permitted under applicable law, upon the death of the Owner:

(a) Death On or After Required Distributions Commence. If the Owner dies on or after required distributions commence, the remaining portion of his or her interest will continue to be distributed under the Contract option chosen.

(b) Death Before Required Distributions Commence. If the Owner dies before required distributions commence, his or her entire interest will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the 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)(3) below.

If this is an inherited IRA within the meaning of Code § 408 (d) (3) (C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under § 402 (c) (11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b) (1) if the transfer is made no later than the end of the year following the year of death.

(2) If the 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)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.

(3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the 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)(2) above).

(4) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.

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

(d) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of § 1.401(a)(9)-6 of the Income

Tax Regulations, then required distributions are considered to commence on the annuity starting date.

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

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

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

11. The MISSTATEMENT OF AGE OR SEX section of the Contract is deleted and replaced by the following section entitled MISSTATEMENT OF AGE:

**MISSTATEMENT OF AGE**

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

12. The PROOF OF AGE, SEX OR SURVIVAL section of the Contract is deleted and replaced by the following section entitled PROOF OF AGE AND SURVIVAL.

**PROOF OF AGE AND SURVIVAL.** We may require satisfactory proof of correct age at anytime. If any payment under this Contract depends on the Annuitant being alive, we may require satisfactory proof of survival.

13. Except to the extent Treasury regulations allow Us to offer additional Annuity Payment Options that are acceptable to Us, only the Annuity Payment Options as described in the Contract shall be offered unless We consent to the use of an additional option.

Any additional Annuity Payment Option under the Contract must meet the requirements of section 408(b) of the Code and applicable regulations. The provisions of this Endorsement reflecting the requirements of Code Sections 401(a)(9) and 408(b) override any additional Annuity Payment Option inconsistent with such requirements.

If a guaranteed or specified period of payments is chosen under an Annuity Payment Option, the length of the period must not exceed the shorter of (1) the Owner's life expectancy, or if a designated second person is named, the joint and last survivor expectancy of the Owner and the designated second person, and (2) the applicable maximum period under Section 1.401(a)(9)-2 of the Income Tax Regulations.

14. If you return the Contract within 10 days after the Contract Date, the Company will refund the amount of your Purchase Payments, without adjustment for such items as sales commissions,

administrative expenses, and fluctuation in market value for the Valuation Period in which the Contract is received. We reserve the right to allocate your Purchase Payment(s) to the Cash Management Subaccount or the Money Market Portfolio, whichever is applicable, until the end of the Right to Examine period. Thereafter, allocations will be made as You have specified and/or shown on the Contract Data Page.

15. 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. The Company reserves the right to amend the Contract and this Endorsement from time to time when such amendment is necessary to assure continued qualification of the 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 incurred by the Owner as a result of such refusal.
16. In the absence of federal legislative action, one or more of the provisions of the Code that are reflected in this Endorsement will automatically expire on January 1, 2011. In the event of such automatic expiration, such provisions shall cease to apply under this Endorsement.
17. The tables in the Annuity Payment Options section of the Contract are deleted and replaced by the following:

## **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	Option 4	Option 4
	Life Annuity	Life Annuity (w/120 payments guaranteed)	Life Annuity (w/240 payments guaranteed)
	Unisex	Unisex	Unisex
55	4.64	4.59	4.44
56	4.72	4.67	4.50
57	4.82	4.76	4.56
58	4.91	4.85	4.63
59	5.01	4.94	4.69
60	5.12	5.04	4.76
61	5.24	5.14	4.82
62	5.37	5.25	4.89
63	5.50	5.37	4.96
64	5.64	5.49	5.02
65	5.79	5.62	5.09
66	5.96	5.75	5.15
67	6.13	5.89	5.22
68	6.32	6.04	5.28
69	6.52	6.19	5.33
70	6.73	6.35	5.39
71	6.96	6.51	5.44
72	7.21	6.68	5.48
73	7.47	6.86	5.53
74	7.76	7.04	5.56
75	8.06	7.22	5.60
76	8.39	7.40	5.63
77	8.75	7.59	5.65
78	9.13	7.78	5.67
79	9.54	7.96	5.69
80	9.98	8.14	5.71
81	10.45	8.31	5.72
82	10.96	8.48	5.73
83	11.51	8.63	5.74
84	12.10	8.78	5.74
85	12.73	8.92	5.75

**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
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	<b>55</b>	<b>60</b>	<b>65</b>	<b>70</b>	<b>75</b>	<b>80</b>	<b>85</b>
<b>55</b>	3.01	3.15	3.27	3.36	3.43	3.47	3.50
<b>60</b>	3.15	3.36	3.55	3.71	3.82	3.90	3.96
<b>65</b>	3.27	3.55	3.83	4.08	4.29	4.45	4.55
<b>70</b>	3.36	3.71	4.08	4.46	4.81	5.10	5.31
<b>75</b>	3.43	3.82	4.29	4.81	5.35	5.85	6.25
<b>80</b>	3.47	3.90	4.45	5.10	5.85	6.62	7.33
<b>85</b>	3.50	3.96	4.55	5.31	6.25	7.33	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)**

<b>Age of Male Annuitant</b>	<b>Age of Female Annuitant</b>						
	<b>55</b>	<b>60</b>	<b>65</b>	<b>70</b>	<b>75</b>	<b>80</b>	<b>85</b>
<b>55</b>	3.01	3.15	3.27	3.36	3.42	3.46	3.48
<b>60</b>	3.15	3.36	3.54	3.70	3.81	3.89	3.93
<b>65</b>	3.27	3.54	3.82	4.07	4.27	4.41	4.49
<b>70</b>	3.36	3.70	4.07	4.44	4.77	5.02	5.18
<b>75</b>	3.42	3.81	4.27	4.77	5.26	5.67	5.96
<b>80</b>	3.46	3.89	4.41	5.02	5.67	6.28	6.73
<b>85</b>	3.48	3.93	4.49	5.18	5.96	6.73	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)**

<b>Age of Male Annuitant</b>	<b>Age of Female Annuitant</b>						
	<b>55</b>	<b>60</b>	<b>65</b>	<b>70</b>	<b>75</b>	<b>80</b>	<b>85</b>
<b>55</b>	3.00	3.13	3.24	3.31	3.35	3.37	3.38
<b>60</b>	3.13	3.33	3.49	3.61	3.68	3.71	3.72
<b>65</b>	3.24	3.49	3.72	3.90	4.01	4.06	4.08
<b>70</b>	3.31	3.61	3.90	4.14	4.30	4.38	4.41
<b>75</b>	3.35	3.68	4.01	4.30	4.50	4.60	4.63
<b>80</b>	3.37	3.71	4.06	4.38	4.60	4.71	4.75
<b>85</b>	3.38	3.72	4.08	4.41	4.63	4.75	4.80

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

<b>Number of Years</b>	<b>Fixed Payment for Specified Period</b>						
	<b>Monthly Payment</b>	<b>Number of Years</b>	<b>Monthly Payment</b>	<b>Number of Years</b>	<b>Monthly Payment</b>	<b>Number of Years</b>	<b>Monthly Payment</b>
		10	8.96	17	5.55	24	4.13

			<b>11</b>	8.21	<b>18</b>	5.27	<b>25</b>	3.99
5		17.28	<b>12</b>	7.58	<b>19</b>	5.03	<b>26</b>	3.86
	<b>6</b>	14.51	<b>13</b>	7.05	<b>20</b>	4.81	<b>27</b>	3.75
	<b>7</b>	12.53	<b>14</b>	6.59	<b>21</b>	4.62	<b>28</b>	3.64
	<b>8</b>	11.04	<b>15</b>	6.20	<b>22</b>	4.44	<b>29</b>	3.54
	<b>9</b>	9.89	<b>16</b>	5.85	<b>23</b>	4.28	<b>30</b>	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	Option 4v	Option 4v
	Life Annuity	Life Annuity (w/120 payments guaranteed)	Life Annuity (w/240 payments guaranteed)
	Unisex	Unisex	Unisex
55	3.53	3.50	3.38
56	3.61	3.58	3.44
57	3.71	3.67	3.51
58	3.80	3.76	3.58
59	3.91	3.85	3.65
60	4.02	3.96	3.72
61	4.13	4.06	3.79
62	4.26	4.18	3.87
63	4.39	4.30	3.94
64	4.53	4.42	4.01
65	4.69	4.55	4.08
66	4.85	4.69	4.15
67	5.02	4.83	4.22
68	5.20	4.98	4.29
69	5.40	5.14	4.35
70	5.61	5.31	4.41
71	5.84	5.48	4.47
72	6.08	5.65	4.52
73	6.34	5.83	4.56
74	6.62	6.02	4.61
75	6.92	6.21	4.64
76	7.24	6.40	4.67
77	7.59	6.59	4.70
78	7.96	6.79	4.73
79	8.37	6.98	4.74
80	8.80	7.17	4.76
81	9.27	7.35	4.77
82	9.77	7.53	4.79
83	10.31	7.69	4.79
84	10.88	7.85	4.80
85	11.50	8.00	4.81

**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>						
	<b>55</b>	<b>60</b>	<b>65</b>	<b>70</b>	<b>75</b>	<b>80</b>	<b>85</b>
<b>55</b>	4.09	4.22	4.34	4.44	4.51	4.56	4.59
<b>60</b>	4.22	4.42	4.60	4.76	4.89	4.98	5.04
<b>65</b>	4.34	4.60	4.87	5.12	5.34	5.51	5.62
<b>70</b>	4.44	4.76	5.12	5.49	5.85	6.15	6.37
<b>75</b>	4.51	4.89	5.34	5.85	6.38	6.89	7.30
<b>80</b>	4.56	4.98	5.51	6.15	6.89	7.66	8.38
<b>85</b>	4.59	5.04	5.62	6.37	7.30	8.38	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>						
	<b>55</b>	<b>60</b>	<b>65</b>	<b>70</b>	<b>75</b>	<b>80</b>	<b>85</b>
<b>55</b>	4.08	4.22	4.34	4.43	4.50	4.55	4.57
<b>60</b>	4.22	4.41	4.60	4.75	4.87	4.95	5.00
<b>65</b>	4.34	4.60	4.86	5.10	5.31	5.46	5.55
<b>70</b>	4.43	4.75	5.10	5.46	5.79	6.05	6.21
<b>75</b>	4.50	4.87	5.31	5.79	6.27	6.68	6.96
<b>80</b>	4.55	4.95	5.46	6.05	6.68	7.26	7.70
<b>85</b>	4.57	5.00	5.55	6.21	6.96	7.70	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>						
	<b>55</b>	<b>60</b>	<b>65</b>	<b>70</b>	<b>75</b>	<b>80</b>	<b>85</b>
<b>55</b>	4.07	4.20	4.30	4.37	4.42	4.43	4.44
<b>60</b>	4.20	4.38	4.53	4.65	4.71	4.74	4.76
<b>65</b>	4.30	4.53	4.74	4.91	5.02	5.07	5.09
<b>70</b>	4.37	4.65	4.91	5.14	5.28	5.36	5.38
<b>75</b>	4.42	4.71	5.02	5.28	5.46	5.56	5.59
<b>80</b>	4.43	4.74	5.07	5.36	5.56	5.66	5.70
<b>85</b>	4.44	4.76	5.09	5.38	5.59	5.70	5.74

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

<b>Payments for a Specified Period</b>							
<b><u>Number of Years</u></b>	<b><u>Monthly Payment</u></b>	<b><u>Number of Years</u></b>	<b><u>Monthly Payment</u></b>	<b><u>Number of Years</u></b>	<b><u>Monthly Payment</u></b>	<b><u>Number of Years</u></b>	<b><u>Monthly Payment</u></b>
		10	9.83	17	6.47	24	5.09
		11	9.09	18	6.20	25	4.96
5	18.12	12	8.46	19	5.97	26	4.84
6	15.35	13	7.94	20	5.75	27	4.73
7	13.38	14	7.49	21	5.56	28	4.63
8	11.90	15	7.10	22	5.39	29	4.53
9	10.75	16	6.76	23	5.24	30	4.45

All other terms and conditions of the Contract remain unchanged.

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